

**General Terms and Conditions of HELTSCHL GmbH**  
**Status 28.11.2022**

**I. GENERAL**

- 1) For the business transactions between the company Heltschl GmbH, hereinafter referred to as "HELTSCHL", and the buyer, the following terms and conditions of sale and delivery shall apply exclusively. Any conditions to the contrary are hereby rejected. Additional agreements must be in writing to be valid.
- 2) Until otherwise agreed in writing, these terms and conditions shall apply to all present and future business transactions, even if no specific reference is made to these terms and conditions when an individual order is placed within the framework of an existing business relationship.

**II. TRIAL ORDER**

- 1) HELTSCHL shall make the equipment available to you for the period of the trial order specified in writing and subject to the terms and conditions set forth herein.
- 2) The trial period starts with the day of handing over or in case of delivery with the 2nd day from the date of delivery note and ends after the expiry of the agreed trial period with the purchase of the device or the return to the field service of HELTSCHL or with the return of the device to HELTSCHL free of charge for HELTSCHL.
- 3) The trial device remains the property of HELTSCHL.
- 4) During the trial period HELTSCHL guarantees a perfect function of the equipment and the accessories.
- 5) The customer is fully liable for damages of any kind resulting from unauthorized or improper use, gross negligence, theft, intent and insufficient packaging during storage, transport or return.
- 6) The cost of consumables and cleaning materials during the trial period shall be borne by the customer.

**III. EQUIPMENT RENTAL**

- 1) The equipment can be rented from HELTSCHL for any period of time up to a maximum of 200 days and HELTSCHL will make the equipment available to you for the period of time specified in writing for the rental period under the conditions stated here.
- 2) The loan starts with the day of handing over or in case of delivery with the 2nd day from the date of delivery note and ends after the expiry of the agreed loan period with the purchase of the device or the return to the field service of HELTSCHL or with the return of the device to HELTSCHL free of charge for HELTSCHL.
- 3) The rental device remains the property of HELTSCHL.
- 4) During the rental period HELTSCHL guarantees a perfect function of the equipment and the accessories.
- 5) The customer is fully liable for damages of any kind resulting from unauthorized or improper use, gross negligence, theft, intent and insufficient packaging during storage, transport or return.
- 6) If the rental equipment is purchased within 4 weeks after the end of the rental period, 100 % of the rental fee will be credited against the purchase price.
- 7) The costs for consumables and cleaning materials are not included in the rental fee and are therefore to be borne by the customer.
- 8) By premature return of the rental equipment to HELTSCHL or by premature collection, the rental agreement is automatically terminated and the rental fee is charged until the day of laser receipt or until the day of collection.
- 9) The price basis for the calculation of the rental fee is the price list for rental fees valid at the beginning of the rental agreement. The rental fees are understood as daily rates, whereby Sundays and public holidays also count as rental days.

**IV. DELIVERY**

- 1) Unless otherwise agreed in writing, all deliveries shall be subject to the clause "EX WORKS" according to INCOTERMS 2010.
- 2) All prices are net prices in Euro excluding VAT and are subject to change. Prices include standard packaging.
- 3) Special packaging required for transport (e.g. metal crates, reusable cartons, etc.) are the property of HELTSCHL and must be returned to HELTSCHL after delivery. The costs incurred for this shall be borne by the customer.
- 4) If an express delivery is requested for goods in stock, the additional costs incurred are to be paid by the customer.
- 5) With the transfer of the goods from HELTSCHL to the parcel service or the carrier, the risk is transferred to the customer. Transport damages have to be claimed immediately upon receipt at the parcel service or the forwarder, losses have to be reported immediately in writing to HELTSCHL.
- 6) Delivery dates specified by HELTSCHL will be met to the best of our ability. However, we reserve the right to change the delivery date even after the quotation has been submitted and the order placed. If a complete delivery is not possible, partial deliveries are also permissible.
- 7) The acceptance and execution of orders can be made dependent on a security or advance payment.
- 8) After receipt of the goods, the customer is obliged to check the goods immediately for completeness and correctness and, in case of defects, to notify HELTSCHL within 3 working days after receipt of the goods.

**V. WARRANTY, DISCLAIMER OF LIABILITY**

- 1) HELTSCHL provides a warranty of 36 months from date of invoice for all laser equipment supplied and a warranty of 24 months from date of invoice for all coupling adapters and light guide applicators supplied. For film sealing devices, the warranty is 12 months from the date of invoice.  
Excluded from the guarantee or warranty are batteries, accumulators, other consumables and the breakage of the laser diode as well as normal wear and tear, misuse, insufficient or wrong preparation, improper and/or not intended use according to the operating manual as well as damage due to the effect of mechanical force or due to too high or too low ambient temperature during storage or operation, service and repair work.
- 2) No warranty is given by HELTSCHL with regard to medical results when the products are used as intended.
- 3) HELTSCHL does not assume any liability for personal injury and property damage caused by improper and/or non-intended use of HELTSCHL devices - in particular by laser radiation. Contractual partners of HELTSCHL waive in advance to assert claims for damages due to the above mentioned circumstances.
- 4) Errors, misprints as well as deviations with regard to material, weight, dimensions, technical designs or similar features are reserved, provided that these do not affect the specified performance of the ordered product. The contestation due to errors by the customer is excluded, unless this was caused maliciously.

**VI. TERMS OF PAYMENT**

- 1) Unless otherwise agreed in writing, invoiced amounts are payable net without deductions of any kind upon receipt of the invoice.
- 2) The retention of payments due to any counterclaims of the Buyer not recognized by us or our suppliers is not permitted; neither is the set-off against such claims.
- 3) In the event of payment after the due date, interest on arrears shall be charged at the rate of 1% per month plus VAT. In the case of exports or intra-Community trade in goods, the sales tax shall share the fate of the main transaction in the case of interest on arrears; the interest rate shall be 1% per month.
- 4) HELTSCHL is not obliged to make any further deliveries before full payment of due invoice amounts, interest on arrears and discount charges. If the buyer is in arrears with a due payment, the seller may, after warning, demand cash payment before delivery for all outstanding deliveries from all contacts.
- 5) In case of overdue payments, all reminder and collection charges are to be paid by the buyer, in particular the full charges of a collection agency commissioned by us as well as any court and garnishment costs.

**VII. RESERVATION OF TITLE**

- 1) The goods delivered by HELTSCHL become the property of the buyer only after the buyer has paid the full purchase price for the delivered goods. In case of resale, the purchaser is obliged to assign the resulting purchase price claim to HELTSCHL by way of security.
- 2) With regard to the goods delivered by HELTSCHL, our retention of title remains valid, even in case of their processing, and co-ownership arises on our part and on the part of the processor in the ratio of the mutual processed goods shares at the time of processing.

**VIII. DATA PROTECTION**

**By signing the contract, the buyer agrees to the processing of his personal data as far as this is necessary for the fulfillment of the contract by HELTSCHL. The data protection declaration can be requested by the buyer from HELTSCHL at any time.**

**IX. PLACE OF PERFORMANCE AND JURISDICTION**

- 1) The place of performance shall be A-4713 Gallspach.
- 2) Austrian law is exclusively applicable for any disputes.
- 3) Place of jurisdiction is A-4600 Wels

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Commercial register court: Regional court Wels, FN 98.735z  
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EORI: ATEO S1000004608  
Managing director: Hermann Heltschl, Ing. Andreas Heltschl

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