

TERMS & CONDITIONS

Last updated:

1. Introduction

1.1 These Terms & Conditions ("Terms") govern your use of the RGB Lasersystems website ("Site") and any purchase, inquiry, or interaction you make with RGB Lasersystems GmbH ("we", "us", or "our").

1.2 By accessing or using the Site, or by placing an order, you agree to be bound by these Terms. If you do not agree to these Terms, please refrain from using the Site or making any purchase.

2. Definitions

"Buyer" – any individual or legal entity purchasing or intending to purchase Products or Services from us.

"Products" – laser systems, modules, accessories, or any other goods offered by us.

"Services" – customization, repair, calibration, consulting, rental, or related technical support provided by us.

"Order" – a confirmed request from Buyer to purchase Products or Services, whether placed online or via written communication.

All other capitalized terms have the meanings assigned in these Terms.

3. Orders, Acceptance & Payment

3.1 All Orders are subject to our written acceptance. We reserve the right to refuse or cancel any Order for reasons including, but not limited to, product unavailability, pricing errors, or payment issues.

3.2 An Order Confirmation acknowledges receipt but does **not** constitute acceptance.

Acceptance occurs only upon our written confirmation or shipment of the Products.

3.3 All prices are in [EUR] unless otherwise stated and exclude applicable taxes, duties, and shipping fees. Payment is due in advance unless expressly agreed otherwise in writing.

3.4 Any dispute regarding invoiced amounts must be submitted **in writing within 10 business days** of receipt; otherwise, the invoice shall be deemed accepted.

4. Delivery & Risk of Loss

4.1 Delivery will be made to the address stated in the Buyer's Order using standard industry carriers unless otherwise agreed.

4.2 Risk of loss, damage, and title shall pass to Buyer upon delivery to the carrier, in accordance with **Incoterms® 2020 FCA Saal an der Donau, Germany**, unless otherwise stated.

4.3 Buyer is responsible for all import duties, customs fees, and local taxes.

4.4 We are not liable for delays or non-performance caused by factors beyond our reasonable control, including but not limited to natural disasters, transportation issues, labor disputes, or acts of government.

5. Warranty & Returns

5.1 Warranty Coverage. We warrant to the original Buyer that our Products:

- (a) conform to our published specifications at the time of shipment; and
- (b) are free from defects in materials and workmanship for **12 months from shipment**.

5.2 Accessories and non-electronic components may carry different warranty terms as specified on individual datasheets.

5.3 Buyer must notify us **in writing of any defect within the warranty period or no later than 7 days after its expiry**. Claims submitted thereafter are void.

5.4 Exclusions. This warranty does not cover damage resulting from:

- misuse, neglect, or improper operation;
- operation beyond specified limits (temperature, current, etc.);
- unauthorized modifications or repairs;
- electrical surges, environmental conditions, or poor maintenance;
- removal of serial numbers or tampering with housing seals.
- damage caused through back reflection or wrong handling

5.5 Remedies. During the warranty period, we will, at our option, repair or replace defective Products. **Repaired or replaced items do not extend the original warranty period.**

5.6 Limitations. Except as expressly stated, no other warranties (express, implied, or statutory) apply. **All implied warranties of merchantability or fitness for a particular purpose are disclaimed to the fullest extent permitted by law.**

5.7 Return Procedure (RMA). All returns require prior written authorization (RMA number). Products must be shipped in original or equivalent packaging, freight prepaid. Unauthorized returns may be refused.

5.8 Out-of-Warranty Service. Repairs outside warranty are available under separate terms. Estimates will be provided upon request.

6. Intellectual Property

6.1 All intellectual property rights relating to the Site, Products, and associated materials remain the exclusive property of RGB Lasersystems or its licensors.

6.2 Buyer is granted a **non-exclusive, non-transferable, revocable license** to use documentation or software solely for internal operation of the purchased Products.

6.3 No rights are granted to modify, copy, reverse engineer, or distribute our content or firmware without our written consent.

7. Use of the Website

7.1 You agree to use the Site only for lawful purposes and in accordance with these Terms.

7.2 You must not upload, distribute, or transmit viruses, malicious code, or unsolicited commercial communications.

7.3 We reserve the right to suspend or block access to users who misuse the Site or violate

applicable law.

7.4 Technical content (datasheets, manuals, and software) provided on the Site is for information only and **may be updated without notice**.

8. Limitation of Liability

8.1 Our total liability arising from any claim related to the Products, Services, or these Terms shall not exceed the amount actually paid by Buyer for the affected Product or Service.

8.2 We shall not be liable for indirect, incidental, or consequential losses, including but not limited to lost profits, production downtime, or data loss.

8.3 Nothing in these Terms limits liability for death or personal injury caused by negligence, or any other liability that cannot legally be excluded.

9. Indemnification

Buyer agrees to indemnify, defend, and hold harmless RGB Lasersystems, its affiliates, directors, and employees from all claims or damages resulting from:

- (a) misuse of Products;
- (b) breach of these Terms; or
- (c) violation of law or third-party rights.

10. Privacy & Data Protection

Your personal data is processed in accordance with our **Privacy Policy** and applicable data protection laws, including the **EU General Data Protection Regulation (GDPR)**. By using the Site or placing Orders, you consent to such processing.

11. Changes to Terms

We may amend these Terms at any time by posting the revised version on the Site with an updated “Last updated” date. Continued use of the Site or purchase of Products constitutes acceptance of the updated Terms.

12. Termination

12.1 We may suspend or terminate your access to the Site, cancel pending Orders, or restrict account privileges if you breach these Terms or applicable law.

12.2 Termination does not affect accrued rights or obligations, including payment, confidentiality, and indemnification.

13. Governing Law & Jurisdiction

13.1 These Terms shall be governed by the laws of the **Federal Republic of Germany**, excluding its conflict-of-law rules.

13.2 Any dispute shall be submitted to the **exclusive jurisdiction of the courts of Regensburg, Germany.**

13.3 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14. Miscellaneous

14.1 Severability. If any provision is found invalid or unenforceable, the remaining provisions remain in effect.

14.2 Waiver. Failure to enforce any right does not constitute a waiver of that right.

14.3 Assignment. Buyer may not assign rights or obligations without our written consent.

14.4 Entire Agreement. These Terms, together with our Privacy Policy and any written quotation or order confirmation, constitute the full and exclusive agreement between the Parties.

15. Retention of Title (Extended Retention of Title)

15.1 Basic Retention of Title. The Products delivered shall remain our property until all payments under the relevant contract have been made in full.

15.2 Extended Retention of Title.

(a) We retain ownership of the Products until all claims arising from the entire business relationship with the Buyer have been fully settled (including balance claims from current accounts).

(b) The Buyer is entitled to resell the Products in the ordinary course of business. However, the Buyer hereby assigns to us all claims against its customers arising from such resale, up to the total invoice amount (including VAT) of the Products delivered by us. We accept this assignment.

(c) The Buyer remains authorized to collect these claims as long as it meets its payment obligations to us. If the Buyer defaults on payment, we may revoke this right and require the Buyer to disclose the assigned claims and corresponding debtors, provide all information necessary for collection, and hand over related documentation.

(d) The Buyer must store the Products owned or co-owned by us free of charge and insure them adequately against loss or damage.

15.3 Until full payment is received, the Buyer must not pledge, assign as security, or otherwise dispose of the Products in a way that jeopardizes our ownership rights.

15.4 If third parties attempt to seize or assert rights to Products under retention of title, the Buyer must notify us immediately and provide all necessary assistance to protect our ownership rights.