



Service Terms and Conditions for LUNA 3D

Status October 2026

These Terms and Conditions (hereinafter referred to as "Terms") apply exclusively to services provided by LAP GmbH Laser Applikationen or any of its affiliated companies (each and together hereinafter referred to as "LAP") for the following LAP products and apply as an integral part to all service quotations, orders and service contracts with our clients (hereinafter referred to as "Client"):

LUNA 3D (hereinafter referred to as "System")

Differing terms and conditions of the Client shall only apply if expressly acknowledged by LAP in writing. Silence regarding such differing terms and conditions shall not be deemed to be acknowledgement or consent on the side of LAP. These Terms shall apply in place of any conditions of purchase of the Client, also where such conditions of purchase stipulate that acceptance of an order is deemed to be the unconditional recognition of its conditions of purchase.

§ 1. Service Contract

1. A service contract shall be concluded upon LAP's written or text-form confirmation of the respective order of the Client ("Service Contract").
2. These Terms and the service description of the ordered service option form an integral part of the Service Contract.

§ 2. Scope of services

1. LAP shall perform services according to the service option ordered by the Client and as further described in the service description which forms an integral part of the Service Contract with the Client (the "Service Description").
2. Not included in the scope of service and subject to a separate order are:
 - Changes to the System that affect the design or safety technology;
 - Defects or damage resulting from improper testing, operation, maintenance, installation or repair by the Client or any third parties, as well as caused by any unauthorized adjustment, alteration or modification of the System, accidents, force majeure, or by any other influences not attributable to LAP;
 - Defects or damage resulting from excessive use or inappropriate storage conditions, for example the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond to the intended average standard influences;
 - Expenses that are necessary because the Client has failed to inform LAP in good time about defects and damage;
 - Services provided in conjunction with the expansion or change of location of the System;
 - Additional costs due to a relocation of the System.

§ 3. Term

1. The effective date and term shall be as stated in the Service Contract.
2. Where a minimum term is defined in the Service Description, the Service Contract can be terminated for the first time with a notice period of 3 months to the end of the minimum term.
3. If the Service Contract is not terminated in due time at the end of the minimum term, the Service Contract term is automatically extended by 1-year periods, unless it is terminated with a notice period of 3 months to the end of respective term.
4. Even without termination, the Service Contract ends automatically after the maximum term defined in the Service Description.
5. The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if:
 - (a) The Client is more than three months in arrears with the payment of the contract fees despite a reminder;
 - (b) insolvency proceedings have been opened against the Client's assets or if the opening of insolvency proceedings has been rejected for lack of assets; this is the same if an application for the opening of insolvency proceedings has already been filed;
 - (c) there are other circumstances that make it unreasonable for one party to adhere to the Service Contract.
6. If the Client transfers the System to a third party, this shall not affect its obligation to pay the agreed fee, unless the third party in question enters into the respective Service Contract with the approval of LAP.

§ 4. Fees

1. The Client shall pay an annual fee for the service option as defined in the Service Contract.
2. The annual fee is payable at the beginning of each contract year within thirty (30) calendar days of the invoice date without deductions. If the fee is not paid within thirty (30) calendar days from the relevant invoice date, such non-payment shall be deemed a default under the Service Contract and LAP shall be entitled to suspend the performance of the services, without prejudice to any other legal remedies available to LAP for any default by the Client.
3. Additional fees or costs might incur deepening on the service option. The included costs and fees of a service option are stated in the Service Description. Any fees to be paid in addition to the annual fee will be due 30 days from the date of the invoice, unless otherwise agreed.
4. The annual fees shall remain fixed throughout the contractually agreed fixed term of the Service Contract, e.g. for fixed multi-year Service Contracts, the annual fees remain unchanged for the entire fixed term. Upon any extension or renewal of the Service Contract following the expiry of the fixed term, including automatic renewals or extensions resulting from the absence of timely termination, LAP shall be entitled to adjust the annual fees to reflect prevailing market conditions and developments of the System. LAP shall notify the Client of any such fee adjustment in writing or electronically prior to the effective date of the extension or renewal. If the Client does not accept the adjusted fees, the Client shall have the right to terminate the Service Contract by giving written notice to LAP within four (4) weeks of receipt of the notification. In such case, the termination shall take effect upon expiry of the then-current contract term.

§ 5. Provision of services

1. Where the ordered service option includes annual maintenance, LAP shall schedule the date of maintenance with a lead time of three (3) months. Should the Client not be able to make this date, it must inform LAP without delay, but at least one (1) month in advance. If the notification is culpably issued too late, LAP can offer a new date at Client's cost and risk. Damages or downtime due to the missing annual maintenance will be at Client's risk and LAP explicitly excludes any liability for such damages or downtime. The same shall apply if the System is not accessible during the agreed maintenance period (for reasons for which LAP is not responsible) and the maintenance services cannot be provided as a result.
2. The Client's entitlement to the provision of annual maintenance for a contract year shall expire if the Client fails to schedule an appointment for the provision of maintenance within the 12-month period of the current contract year, despite LAP having sent it at least three reminders by email.
3. The Client is not entitled to carry forward unused services to a subsequent contract year or to demand a credit note or refund for services not used within a contract year (unless LAP is responsible for this circumstance).
4. The Client is responsible for ensuring that all relevant Client personnel is available for the services to be provided by LAP, especially for the required training. Re-performance of training sessions because Client personnel was not available at the scheduled date, will be invoiced to the Client.
5. If the services to be provided by LAP are delayed due to circumstances beyond LAP's control, including but not limited to labor disputes (such as strikes or lockouts), pandemics, embargoes, government or regulatory restrictions or other cases of force majeure, the period for the provision of the services shall be extended by a reasonable period of time without LAP being liable for such delay.
6. LAP undertakes to provide its services during normal business hours (Monday to Thursday: 8:00 to 16:00, Friday: 8:00 to 15:00). The performance of work outside these times requires a separate agreement which might cause additional costs. Only where the ordered service option includes 24/5 support, the Client can expect support beyond the normal business hours.
7. LAP is entitled to engage qualified sub-contractors in the provision of the services, especially its affiliated companies located in different geographic regions to offer service availability across multiple time-zones. LAP shall ensure that all sub-contractors are properly qualified and perform the services in line with the Service Contract and the legal requirements.



§ 6. Cooperation of the Client

- For onsite services, the Client shall:
 - Support LAP technicians in the provision of services at the Client's expense. This includes, in particular, technical support in the form of the provision of media and electricity together with the necessary connections, in each case free of charge for LAP;
 - Ensure that LAP technicians have adequate access to the premises where the system is installed;
 - Ensure that LAP technicians have free access to the Client's premises and that parking facilities are provided;
 - Ensure the transport of the necessary tools and materials to the location of the System at its own expense, in the event that LAP transport facilities cannot or may not be used;
 - Take all necessary measures to ensure the safety of LAP's personnel and materials;
 - Inform LAP about existing safety regulations that may be important for LAP technicians;
 - Notify LAP of any violations by LAP personnel of such safety regulations;
 - Ensure that during the performance of the work, qualified personnel, in particular, operators and technicians from the Client are available for assistance, where necessary.
- Remote product support, if included in the service option, requires authorized internet access, which must be provided by the Client. If necessary, the Client shall grant LAP the access to its System required for the provision of the service. If the timely remote access is not provided by the Client, then this may cause delay for LAP in providing services and hence impact any uptime guarantee (if covered by the ordered service package) other service delivery times.

§ 7. Data protection

- The Client shall ensure that LAP is not exposed to patient data from the Client's sphere in the course of providing the contractual services. If disclosure, transmission or processing of patient data is essential for the provision of the contractual services by LAP, the patient data must be anonymized by the Client before being made available.
- If anonymization is not possible for the specific purpose, LAP processes the data exclusively on the instructions of the Client. In addition, the provisions of the data processing agreement available under www.lap-laser.com/en/data-processing shall apply.
- For any remote access, the parties shall use a secure remote software. If at Client's request, the Client's remote software shall be used, the Client shall ensure that the software fulfils the legal requirements. If patient data needs to be transferred to LAP for the provision of the services, the parties must ensure that the data is protected during transfer and at rest. LAP offers the solution Tresorit which is especially designed for the exchange of sensitive data. The use of any other transfer method requested by the Client is at Client's risk.
- If the System is returned to LAP for maintenance, service, replacement, exchange or return, the Client must delete patient data stored on it in advance. In case that LAP receives returned devices with patient data still stored on it, LAP reserves the right to delete such data to avoid further exposure to LAP employees or third parties. The Client must ensure that patient data is properly stored or archived elsewhere and that deletion of the patient data from the System by LAP does not lead to permanent deletion of the patient data. LAP assumes no responsibility for the availability of patient data.

§ 8. Warranty

- LAP warrants that service shall be performed with reasonable care and professional skill.
- Faulty services shall, at LAP's discretion, be re-performed or corrected free of charge.

§ 9. Repair and spare parts

- Unless otherwise agreed in the respective service option, spare parts, replacement components, and consumables are not included in the scope of services and shall be invoiced separately. Only where the ordered service option includes repair visits and spare parts, costs for repairs and spare parts required on the System during the term of the Service Contract are included, unless a case of § 2 (2) of these Terms exists. LAP can use refurbished parts for repair or as spare parts.
- Replaced parts and/or Systems shall become the property of LAP. The Client confirms that the replaced parts or Systems are not or will not be encumbered with any third party rights (including but not limited to liens or security interests) and LAP is under no obligation whatsoever to replace (under warranty or otherwise) any encumbered parts of the System (or the System as a whole).
- Replaced parts or Systems are subject to the warranty for a period of 12 months from the date of replacement of the respective part or System. Any defects need to be reported by the Client immediately, but at the latest within 10 days after discovery. Transport damages must be reported immediately after delivery. LAP shall remedy defects under warranty on replaced parts or Systems within a reasonable

period of time, at LAP's discretion by repair or replacement delivery. Further claims by the Client for or in connection with defects or consequential damage caused by a defect shall exist only subject to the provisions of § 10 below.

§ 10. Limitation of liability

- LAP shall only be liable for damages in cases of intent, gross negligence, or mandatory statutory liability.
- In cases of slight negligence, LAP shall only be liable for breaches of material contractual obligations ("cardinal obligations"). In such cases, liability shall be limited to foreseeable damages typical for the contract.
- LAP shall not be liable for indirect or consequential damages, including loss of profit, production downtime, or loss of data, unless caused by intent or gross negligence.
- The above limitations and exclusions of liability shall not apply in cases of
 - injury to life, body, or health,
 - guarantees expressly assumed by LAP,
 - liability under the applicable statutory product liability and
 - mandatory statutory liability.
- The above limitations of liability shall also apply to LAP's legal representatives, employees, agents, and subcontractors.
- Claims for damages shall become time-barred one (1) year after the statutory limitation period begins, except in cases of intent, gross negligence, injury to life, body, or health, fraud, or mandatory statutory liability.
- The performance of the Service Contract is subject to the condition that LAP is permitted, under applicable law, to provide the services and to deliver any parts or the System to the Client. LAP shall not be liable for any failure or delay in performing the Services or making any delivery to the extent that such failure or delay results from circumstances beyond LAP's reasonable control.

§ 11. General provisions

- A Service Contract does not relieve the Client of necessary regular inspections and other measures required according to the technical documentation, by applicable laws or according to other regulations or guidelines.
- Both parties shall keep confidential all technical, commercial, and operational information obtained during the business relationship.
- LAP has committed itself to complying with the rules and principles established under the Global Compact Initiative of the United Nations in the areas of human rights, labour, environment and anti-corruption in our Code of Conduct (see LAP Code of Conduct at <https://www.lap-laser.com/legal/code-of-conduct/>) and expect that all business partners comply with them as well.
- The law of the contracting LAP entity shall apply exclusively to all legal relationships between the Client and LAP, to the exclusion of the UN Sales Convention (CSIG).
- If the Client is a merchant, the place of jurisdiction for all disputes arising from this contractual relationship is the registered office of the contracting LAP entity.

Lüneburg, October 2026

L A P GMBH LASER APPLIKATIONEN

Zeppelinstr. 23

21337 Lüneburg

Germany

Local court of Lüneburg HRB 206423

and its affiliated companies

(see <https://www.lap-laser.com/company/locations-and-partners/>)