THEO Online Shop — B2B Terms and Conditions of Sale

Version 1.1 · Effective 22 November 2026
These Terms apply to shop.theo.inc and replace the previous "Terms, Refund & Return Policy".

PART A — GENERAL TERMS

1. Seller, Products and structure of these Terms

1.1 These Terms and Conditions of Sale ("**Terms**") apply to every order placed through the online shop at shop.theo.inc ("**Shop**") and to every contract resulting from such an order ("**Contract**").

1.2 "**Products**" are the consumables, spare parts, accessories, laser safety products and other goods offered in the Shop. Laser systems and machines are not sold under these Terms unless we expressly confirm this in writing; additional terms then apply.

1.3 Your contracting partner ("**Seller**", "**we**", "**us**") is determined by the delivery destination of your order:

Delivery destination	Seller	Regional Schedule
Europe (including the United Kingdom), the Middle East and Africa	**Maxphotonics GmbH**, Dornierstrasse 11, 82205 Gilching, Germany. Commercial register: Amtsgericht Frankfurt am Main, HRB 130767. VAT ID: DE362906718. Managing director: Zhe Sun.	Schedule 1
Australia, New Zealand and Japan	**Maxphotonics (HK) Limited**, Rm 4, 16/F, Ho King Commercial Centre, 2-16 Fa Yuen Street, Mongkok, Kowloon, Hong Kong SAR.	Schedule 2
United States of America and Canada	**THEO Laser Inc.**, a Delaware corporation, 1900 West Park Drive, Suite 150, Westborough, MA 01581, USA.	Schedule 3

THEO is a brand of the Maxphotonics group. The Seller is named on your Order Confirmation.

1.4 Part A applies to all Contracts. The Regional Schedule for your Seller applies in addition. Where Part A and the Regional Schedule conflict, the Regional Schedule prevails.

1.5 We do not accept orders for delivery to destinations other than those listed in clause 1.3.

2. Business customers only

2.1 The Shop is for business customers only. We sell exclusively to companies, traders, self-employed professionals, public bodies and other persons who purchase for the purposes of their trade, business, craft or profession ("**Buyer**", "**you**"). We do not sell to consumers.

2.2 By placing an order you confirm that (a) you are purchasing in the course of your business and not as a consumer, (b) the person placing the order is authorised to bind the Buyer, and (c) the company and tax details you provide are complete and correct.

2.3 We may at any time request proof of your business status (for example a commercial register extract, VAT identification number, ABN, EIN or business licence). We may refuse or cancel an order, also after acceptance, if this proof is not provided or if we have reason to believe that the purchaser is a consumer. In that case we refund payments received for Products not delivered.

2.4 Statutory provisions that protect consumers do not apply to Contracts under these Terms, to the extent the law permits.

3. Exclusive application; other agreements

3.1 These Terms apply exclusively. Your general terms and conditions, purchase terms or other standard terms do not apply, even if we do not expressly object to them or we deliver in knowledge of them. They apply only if and to the extent that we have expressly agreed to them in writing.

3.2 If you have a signed distributor, partner, supply or other written agreement with a company of the Maxphotonics group covering the Products ("**Partner Agreement**"), that agreement prevails over these Terms where the two conflict. These Terms apply to everything the Partner Agreement does not regulate.

3.3 Otherwise the following order of precedence applies: (a) our Order Confirmation, (b) the Regional Schedule, (c) Part A, (d) the Warranty Statement (clause 12).

3.4 Individual agreements made with you in a specific case take precedence over these Terms. Subject to proof to the contrary, their content is evidenced by a written contract or our written confirmation.

3.5 These Terms, in the version in force at the time of your order, also apply as a framework agreement to your future orders through the Shop without us having to refer to them again.

4. Accounts

4.1 Certain Products and prices are visible only to registered and approved accounts. Registration is an application. We may approve, refuse, restrict or close accounts at our discretion.

4.2 You must keep your login details confidential. You are responsible for all orders placed through your account.

4.3 Account-specific prices, discounts and the content of restricted areas of the Shop are confidential. You may not disclose them to third parties.

4.4 Orders placed without an account (guest orders) are subject to these Terms in the same way.

5. Orders and conclusion of contract

5.1 The presentation of Products in the Shop is not a binding offer. It is an invitation to place an order. Images, descriptions and technical data describe the Products in general terms; we reserve the right to make technical changes that do not impair the agreed use.

5.2 By submitting an order you make a binding offer to purchase. The automatic e-mail confirming receipt of your order is not an acceptance.

5.3 A Contract is concluded only when we send you an Order Confirmation or a dispatch notice, or when we dispatch the Products, whichever occurs first ("**Order Confirmation**"). We may accept an order in part and may decline an order without giving reasons.

5.4 Obvious errors in the Shop or in an Order Confirmation (in particular pricing, typing, calculation and system errors) do not bind us. We may cancel an affected order without undue delay after discovering the error and will refund payments received for it.

5.5 Once a Contract is concluded you may not cancel or change the order without our written consent. If we consent, we may charge the costs we have incurred.

5.6 Our acceptance is subject to correct and timely supply by our own suppliers. If a Product is unavailable for reasons for which we are not responsible, although we concluded a matching supply transaction, we may withdraw from the Contract in respect of that Product. We will inform you without undue delay and refund payments received for it.

6. Prices, shipping charges and taxes

6.1 The prices shown in the Shop, or in your account, at the time of your order apply, in the currency displayed. All prices are net prices. They exclude value added tax, goods and services tax, sales and use tax and all other taxes, customs duties, import charges and levies.

6.2 Shipping and handling are charged in addition, as the regional flat rate shown at checkout. For oversized, hazardous or express shipments, and for destinations outside our standard shipping zones, we may quote a different charge before accepting the order.

6.3 We add to the invoice the taxes we are legally required to collect. You bear all other taxes, duties, import charges and customs clearance costs. You must give us valid tax identification numbers and exemption or resale certificates before ordering. If a tax exemption does not apply for reasons within your responsibility, you owe us the tax together with any interest and penalties assessed against us.

6.4 We may change prices and shipping charges at any time with effect for orders we have not yet accepted.

7. Payment

7.1 We accept payment by credit card or against invoice (bank transfer), as offered to you at checkout.

7.2 Credit card payments are processed by our payment service provider Stripe and are charged in accordance with Stripe's payment process, as a rule when the order is placed. Stripe's terms apply to the processing of the payment.

7.3 **Invoice without an approved credit line (prepayment).** The invoice is due immediately. We dispatch only after we have received payment in full in cleared funds. If we have not received payment within 10 days from the invoice date, we may cancel the order.

7.4 **Invoice with an approved credit line.** We dispatch without awaiting payment, within your available credit limit. Payment is due without deduction within the payment term stated in your credit approval or, if none is stated, within 30 days from the invoice date. Credit lines and payment terms other than this standard term apply only as stated in our written credit approval.

7.5 We grant, limit, reduce, suspend and withdraw credit lines at our sole discretion, at any time, with effect for all orders not yet dispatched. If, after conclusion of the Contract, circumstances become known that materially impair your creditworthiness, or if you are in arrears with any payment, we may make outstanding deliveries conditional on prepayment or security and, where you are in arrears, declare all our claims from the business relationship immediately due.

7.6 If you pay late, interest and costs accrue as set out in the Regional Schedule. We may suspend deliveries and your account while any amount is overdue.

7.7 Payments must be made in full. Bank and transfer charges are for your account. Rights of set-off and retention are governed by the Regional Schedule.

7.8 If you reverse or dispute a card payment without justification, you must reimburse the fees and costs charged to us.

8. Delivery

8.1 We deliver only to business addresses in the country you select at checkout, within the territory of the respective Seller under clause 1.3.

8.2 Unless the Order Confirmation states otherwise, delivery is **CPT (Carriage Paid To) the delivery address, Incoterms 2020**. We choose the carrier and the route. We take out transport insurance only at your request and at your cost.

8.3 Where a shipment crosses a customs border, you are the importer of record. You are responsible for import clearance, licences and permits, customs duties, import VAT or GST and all other import charges.

8.4 Dispatch and delivery times are estimates and are not binding unless we have expressly confirmed a date as binding in writing. Delivery periods begin with the Order Confirmation, but not before we have received any prepayment due and all information we need from you.

8.5 We may deliver in parts where this is reasonable for you. We bear additional shipping costs caused by partial deliveries we initiate.

8.6 You must provide a complete and correct delivery address and ensure that the delivery can be accepted there during normal business hours. Costs caused by an incorrect address, a failed delivery attempt, refusal of acceptance, storage, return transport or redelivery are for your account. We are not obliged to change a delivery address after dispatch.

8.7 If you do not accept delivery, we may store the Products at your cost and risk and, after setting a reasonable additional period without result, withdraw from the Contract and claim damages.

8.8 Your rights in the event of late delivery are governed by the Regional Schedule.

9. Risk and title

9.1 The risk of loss of, or damage to, the Products passes to you when we hand them over to the carrier. This also applies to partial deliveries and where we pay the carriage.

9.2 We retain title to the Products until we have received payment in full. Details are set out in the Regional Schedule.

10. Inspection on delivery

10.1 You must inspect the Products immediately on delivery for transport damage, completeness, identity and obvious defects.

10.2 You must have external transport damage noted on the carrier's delivery receipt and report it to us with photographs within 2 business days, so that claims against the carrier can be preserved.

10.3 You must notify us in writing (e-mail is sufficient) of obvious defects, wrong deliveries and short deliveries within 7 days of delivery, and of hidden defects within 7 days of their discovery. The notice must state the order number and describe the defect, with photographs.

10.4 If you do not inspect or do not notify us in time under clause 10.3, the delivery is deemed approved in respect of the defect concerned and claims based on it are excluded, to the extent the law permits.

11. No returns; authorised returns only

11.1 **All sales are final.** You have no right to cancel, withdraw from, return or exchange an order because you have changed your mind, ordered too many or ordered the wrong Product. Statutory rights of withdrawal for consumers do not apply.

11.2 We may, at our sole discretion and without obligation, authorise a return on request. An authorised return requires that (a) you request it in writing within 14 days of delivery, (b) we issue a written return authorisation with an RMA number before you ship, (c) the Product is unused, undamaged, in its unopened original packaging and resaleable, and (d) you return it at your cost and risk, delivered duty paid to the warehouse we designate, within 10 days of the return authorisation.

11.3 After inspection we credit an authorised return at the net Product price paid, less a restocking fee of 20 %. Original shipping charges are not refunded. We may issue the credit to your account or to the original payment method, at our choice.

11.4 The following are not returnable in any case: (a) consumables and quick-wear parts, such as nozzles and protective windows, (b) personal protective equipment whose packaging has been opened, (c) spare parts that have been installed or whose seal has been broken, and electronic components, (d) custom, special-order and non-stock items, (e) discounted and clearance items.

11.5 We may refuse returns sent without authorisation, return them to you at your cost or store them at your cost. If you do not collect them within 30 days of our notice, we may dispose of them.

11.6 This clause 11 does not limit your rights in respect of defective Products under clause 12 and the Regional Schedule.

12. Warranty and service

12.1 Our commercial warranty for THEO Products is given exclusively in the **THEO Warranty Statement** published at https://theo.inc/warranty/ in the version in force on the date of your order ("**Warranty Statement**"). The Warranty Statement is incorporated into these Terms. Warranty coverage, warranty periods, exclusions, registration requirements, the claims procedure and the remedies are determined solely by the Warranty Statement.

12.2 Products and parts that the Warranty Statement excludes or does not cover, in particular quick-wear parts, consumables and accessories, carry no commercial warranty. For these we undertake only that, at the time risk passes, they conform to the Order Confirmation and are free from defects in material and workmanship that prevent their normal use ("**Delivery Conformity**"). Normal wear and tear and consumption in use are not defects.

12.3 If a Product does not meet Delivery Conformity and you have notified us in accordance with clause 10, we will at our option replace the Product, deliver the missing quantity or refund the price paid for it. Subject to the Regional Schedule, this is your sole remedy.

12.4 After-sales service, technical support and repairs are provided only as described in the Warranty Statement. Response, repair and on-site times stated there or elsewhere are non-binding targets unless we have agreed them as binding in a signed service agreement. Service outside the warranty is chargeable at our rates current at the time.

12.5 For Products of other manufacturers we pass on the manufacturer's warranty to the extent we are able to; we give no commercial warranty of our own.

12.6 No warranty or defect claim exists to the extent a defect results from improper use, installation or operation contrary to the manual, use of unsuitable or non-genuine parts, modification, operating conditions outside the specification, external influences (including electromagnetic interference) or normal wear, as further set out in the Warranty Statement.

12.7 Descriptions, technical data, images and statements in the Shop, in catalogues or in marketing material are not guarantees. A guarantee of quality or durability exists only where we expressly designate it as a "guarantee" in writing. We do not promise that a Product is fit for a particular purpose of yours unless we have agreed this in writing.

12.8 Statutory rights for defects apply only as set out in the Regional Schedule and to the extent they cannot be excluded.

13. Safe use; Buyer's responsibilities

13.1 The Products are components, consumables, spare parts and protective equipment for Class 4 industrial laser systems. They may be used only by trained and qualified personnel, in accordance with our manuals and safety instructions and with the laws and standards that apply at the place of use.

13.2 You are solely responsible for:
(a) selecting Products that are suitable for, and compatible with, your machine model and your application;
(b) verifying that laser safety eyewear, helmets and other protective equipment are rated for the wavelength, power and exposure conditions of the laser actually used, and that they meet the workplace safety requirements at the place of use;
(c) having spare parts installed correctly by qualified personnel in accordance with THEO documentation;
(d) laser safety at your workplace, including risk assessment, a laser safety officer where required, enclosures, interlocks, signage and training.

13.3 Spare parts and consumables are designed for THEO equipment only. You may not use them in equipment of other manufacturers, modify them or reverse engineer them.

13.4 You must pass on all safety information and warnings supplied with the Products to every user and to every subsequent recipient.

13.5 You must inform us without undue delay, and at the latest within 48 hours, of any accident, injury, fire or safety-relevant malfunction involving the Products, and cooperate with us in investigations, corrective actions and recalls.

13.6 Application advice we give is non-binding and does not release you from your own testing of the Products for the intended use.

14. Resale, export control and sanctions

14.1 Unless you are an authorised THEO distributor or partner under a Partner Agreement, you purchase the Products for your own internal business use and not for resale.

14.2 Authorised THEO distributors and partners may resell the Products only in accordance with their Partner Agreement.

14.3 The Products may be subject to export control and sanctions laws, including those of the European Union, Germany, the United Kingdom, the United States, Hong Kong and the People's Republic of China, Australia, New Zealand and Japan. You must comply with these laws. You may not, directly or indirectly, export, re-export, sell or transfer the Products (a) to any country, territory, entity or person subject to sanctions or embargoes, (b) for any prohibited end use, including the development or production of weapons or any military end use for which a licence is required and has not been obtained, or (c) to, or for use in, Russia or Belarus.

14.4 You confirm that neither you nor your owners or directors are subject to sanctions.

14.5 We may suspend or cancel performance without liability if we reasonably believe that performance would breach export control or sanctions laws. You must give us end-use and end-user information on request.

14.6 A breach of this clause 14 is a material breach of the Contract.

15. Intellectual property

15.1 All intellectual property rights in the Products, in embedded firmware and software, in documentation and in the content of the Shop remain with the Maxphotonics group or its licensors. The purchase of a Product gives you no licence other than the right to use the Product as intended. Embedded software is licensed, not sold, on a non-exclusive basis for use with the Product only.

15.2 You may not copy, reverse engineer, decompile or disassemble Products or software, except where mandatory law allows this, and may not remove or alter trademarks, serial numbers or notices.

15.3 You may not use the THEO trademarks without our prior written consent or a Partner Agreement that permits it.

16. Liability

The exclusions and limitations of our liability that apply to your Contract are set out in the Regional Schedule for your Seller. Nothing in these Terms excludes or limits liability that cannot be excluded or limited under the applicable law.

17. Force majeure

Neither party is responsible for a failure or delay in performance caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, strikes and lock-outs, acts of authorities, export or import restrictions, energy or raw material shortages, transport disruptions, cyber incidents and delays by suppliers caused by such events. The affected party informs the other without undue delay. If the event lasts longer than 60 days, either party may withdraw from the affected part of the Contract. Force majeure does not excuse payment for Products already delivered.

18. Data protection

We process personal data of your contact persons in accordance with our privacy policy, which is published on our website and linked in the footer of the Shop. You ensure that you are entitled to pass the contact data of your employees to us for the performance of the Contract.

19. Changes to these Terms

The version of these Terms in force when you place an order applies to that order. We may amend these Terms for future orders by publishing a new version in the Shop. The current version is always available through the link in the footer of the Shop.

20. General provisions

20.1 You may not assign rights under the Contract without our prior written consent, save where mandatory law provides otherwise. We may assign our rights to affiliated companies and for the purposes of financing or credit insurance.

20.2 We may use affiliated companies and subcontractors to perform the Contract.

20.3 Notices and declarations under the Contract may be given by e-mail.

20.4 If a provision of these Terms is or becomes invalid or unenforceable, the remaining provisions remain in effect. The statutory rule applies in place of the invalid provision.

20.5 A failure to exercise a right is not a waiver of it.

20.6 These Terms are drawn up in English. The English version is binding. Translations are for convenience only.

20.7 The Contract gives no rights to third parties. Companies of the Maxphotonics group and their employees and agents may, however, rely on the exclusions and limitations of liability in these Terms.

20.8 The Contract consists of these Terms, the Order Confirmation, the Warranty Statement and, where one exists, the Partner Agreement. It replaces all prior statements about its subject matter.

21. Governing law and disputes

The governing law and the forum for disputes (courts or arbitration) are set out in the Regional Schedule for your Seller.

22. Contact

Europe, United Kingdom, Middle East and Africa: Maxphotonics GmbH, Dornierstrasse 11, 82205 Gilching, Germany, shop@theo.inc, +49 (0) 81 0573 038 90.
Australia, New Zealand and Japan: Maxphotonics (HK) Limited, Rm 4, 16/F, Ho King Commercial Centre, 2-16 Fa Yuen Street, Mongkok, Kowloon, Hong Kong SAR, shop@theo.inc.
United States and Canada: THEO Laser Inc., 1900 West Park Drive, Suite 150, Westborough, MA 01581, USA, hello@theo.inc, +1 (508) 299-5640.

PART B — REGIONAL SCHEDULES

Schedule 1 — Maxphotonics GmbH (Europe, United Kingdom, Middle East, Africa)

This Schedule applies to Contracts with Maxphotonics GmbH.

S1.1 Scope

These Terms apply only towards entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

S1.2 Electronic commerce

Section 312i (1) sentence 1 nos. 1 to 3 and sentence 2 BGB do not apply.

S1.3 Value added tax; cross-border deliveries

(1) German VAT at the statutory rate is added to all prices, unless the delivery is exempt as an intra-Community supply or an export delivery.

(2) An intra-Community supply is treated as exempt only if you have given us your valid VAT identification number before ordering and the Products are transported to another EU Member State. You must give us the evidence of arrival required for the exemption on request. If the exemption is refused for reasons within your responsibility, you owe us the VAT.

(3) For deliveries to the United Kingdom, Switzerland and any other destination outside the European Union, clause 8.3 applies: you are the importer of record and bear import VAT, duties and clearance costs. You are responsible for any local import licences, registrations and conformity requirements of the destination country.

S1.4 Late payment

(1) You are in default without a reminder when the payment term expires.

(2) During default the price bears interest at 9 percentage points above the base interest rate (section 288 (2) BGB). We also charge the lump sum of EUR 40 under section 288 (5) BGB. We reserve the right to claim further damage caused by default. Our claim to commercial maturity interest (section 353 German Commercial Code, HGB) is unaffected.

S1.5 Set-off and retention

You may set off, or exercise a right of retention, only on the basis of counterclaims that are undisputed, have been finally determined by a court, or arise from the same Contract as our claim.

S1.6 Late delivery

(1) If we do not meet a binding delivery date, you may withdraw from the Contract only after you have set us a reasonable additional period of at least 14 days in writing and that period has expired without result. A withdrawal for a breach of duty that is not a defect requires that we are responsible for the breach.

(2) If we are in default with a delivery, our liability for damage caused by the delay is, in cases of slight negligence, limited to 0.5 % of the net price of the delayed Products for each completed week of default, up to a maximum of 5 % of that net price. S1.9 (1) is unaffected.

S1.7 Retention of title

(1) We retain title to the Products until all our present and future claims under the Contract and the ongoing business relationship have been paid in full ("**Secured Claims**").

(2) Before the Secured Claims are paid in full, you may not pledge the Products subject to retention of title ("**Reserved Goods**") or transfer them as security. You must notify us in writing without undue delay if an application for insolvency proceedings is filed or if third parties seize or otherwise interfere with the Reserved Goods.

(3) If you breach the Contract, in particular if you do not pay the price due, we may withdraw from the Contract in accordance with the statutory provisions and demand return of the Reserved Goods.

(4) To the extent you are permitted to resell under clause 14, you may resell and process the Reserved Goods in the ordinary course of business until we revoke this permission. In that case the following applies:
(a) The retention of title extends to products created by processing, mixing or combining the Reserved Goods, at their full value; we are deemed the manufacturer. If third-party title remains, we acquire co-ownership in proportion to the invoice values.

(b) You hereby assign to us as security all claims against third parties arising from the resale of the Reserved Goods or the products, in the amount of our invoice value including VAT. We accept the assignment.
(c) You remain authorised to collect the assigned claims alongside us. We will not collect them ourselves as long as you meet your payment obligations to us, your ability to pay is not impaired and no application for insolvency proceedings has been filed. Otherwise you must on request disclose the assigned claims and the debtors, give us all information and documents needed for collection and notify the debtors of the assignment.
(d) If the realisable value of the security exceeds our claims by more than 10 %, we will release security of our choice at your request.

(5) If the law of the country in which the Reserved Goods are located does not recognise a retention of title in this form, you must cooperate in creating a security right in our favour that comes as close to it as possible.

S1.8 Defects

(1) The agreed quality of the Products is determined by the product description in the Order Confirmation or, absent one, in the Shop at the time of the order. Your statutory rights for defects apply with the modifications set out in this S1.8. The Warranty Statement gives you additional contractual rights; it does not restrict the statutory rights described here. Clauses 12.2 and 12.3 apply subject to this S1.8.

(2) Your claims for defects require that you have complied with your statutory duties to inspect and to give notice of defects (sections 377, 381 HGB), as specified in clause 10. If you do not give proper and timely notice, our liability for the defect concerned is excluded in accordance with the statute.

(3) If a Product is defective, we may choose whether to cure the defect by repair or by delivery of a defect-free Product. We may make the cure conditional on payment of the price due; you may retain a part of the price that is reasonable in relation to the defect.

(4) You must give us the time and opportunity required for the cure and, on request, return the defective Product to us. We bear the expenses necessary for inspection and cure, in particular transport, labour and material costs, in accordance with the statutory provisions, if a defect actually exists. If a request to cure a defect proves unjustified, we may claim reimbursement of our costs from you, unless you could not have recognised that there was no defect.

(5) If the cure has failed, or a reasonable period set by you for the cure has expired without result, or setting a period is dispensable under the statute, you may withdraw from the Contract or reduce the price. There is no right of withdrawal for an insignificant defect.

(6) No claims for defects exist for natural wear and tear, for the consumption of consumables and quick-wear parts in use, or to the extent a defect results from the circumstances described in clause 12.6.

(7) Claims for damages and for reimbursement of wasted expenditure exist only in accordance with S1.9, also in the case of defects.

(8) Claims for defects become time-barred 12 months after delivery. This does not apply in the cases of S1.9 (1), nor to the limitation periods under sections 438 (1) no. 1 and no. 2, 438 (3), 444 and 445b BGB, which remain unaffected.

S1.9 Liability

(1) We are liable without limitation, in accordance with the statutory provisions, (a) for intent and gross negligence, (b) for injury to life, body or health, (c) where we have fraudulently concealed a defect or have given a guarantee for the quality of a Product, and (d) under the German Product Liability Act and other mandatory liability provisions.

(2) In cases of slight negligence we are liable only for the breach of an essential contractual obligation, that is an obligation whose fulfilment makes the proper performance of the Contract possible in the first place and on whose observance the Buyer regularly relies and may rely. In that case our liability is limited to the foreseeable damage that typically occurs in contracts of this kind.

(3) In all other respects our liability for damages and for reimbursement of wasted expenditure is excluded, irrespective of the legal basis.

(4) These limitations also apply to breaches of duty by persons for whose fault we are responsible under the statute, and in favour of our legal representatives, employees and agents where claims are made against them directly.

(5) You must indemnify us against claims of third parties to the extent they are caused by your culpable breach of clause 13 or clause 14.

S1.10 Governing law, place of performance and jurisdiction

(1) The Contract and these Terms are governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(2) The place of performance for all obligations under the Contract is Gilching, Germany.

(3) If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, or if you have no general place of jurisdiction in Germany, the courts of Munich, Germany, have exclusive jurisdiction over all disputes arising out of or in connection with the Contract. We may, however, also bring proceedings at your general place of jurisdiction. Mandatory statutory provisions, in particular on exclusive jurisdiction, are unaffected.

Schedule 2 — Maxphotonics (HK) Limited (Australia, New Zealand and Japan)

This Schedule applies to Contracts with Maxphotonics (HK) Limited.

S2.1 Taxes and import

Prices exclude Australian and New Zealand goods and services tax, Japanese consumption tax, customs duties and import charges. Clause 8.3 applies: you are the importer of record. Where we are legally required to charge GST or consumption tax on a supply, we add it to the invoice and you must pay it.

S2.2 Late payment; set-off

(1) Overdue amounts bear interest at 1.5 % per month, calculated daily from the due date until payment. You must reimburse our reasonable costs of recovering overdue amounts, including legal costs.

(2) You must pay all amounts in full without set-off, counterclaim, deduction or withholding.

S2.3 Retention of title; security interest

(1) Title to the Products passes to you only when we have received payment in full of all amounts you owe us. Until then you hold the Products as our bailee, must store them so that they are identifiable as our property and must keep them insured.

(2) Where you are permitted to resell under clause 14, you may resell the Products in the ordinary course of business before title passes. You hold the proceeds of resale on trust for us up to the amount you owe us.

(3) If any amount is overdue, or you become insolvent, we may enter the premises where the Products are held, on reasonable notice, and repossess them.

(4) For deliveries to Australia and New Zealand: you acknowledge that these Terms are a security agreement and create a purchase money security interest in the Products and their proceeds under the Personal Property Securities Act 2009 (Cth) of Australia or the Personal Property Securities Act 1999 of New Zealand, as applicable ("**PPSA**"). You consent to our registering that security interest and must do everything we reasonably require to perfect it. To the extent the PPSA permits, you waive your right to receive verification statements and other notices under the PPSA, and the parties contract out of the provisions of the PPSA that may be excluded between them.

S2.4 Warranties and statutory guarantees

(1) Subject to paragraphs (2) to (6), the Warranty Statement and Delivery Conformity (clause 12) are the only warranties we give. All other conditions, warranties, guarantees and terms implied by statute (including the Sale of Goods Ordinance (Cap. 26) of Hong Kong), common law, custom or course of dealing are excluded to the fullest extent permitted by law.

(2) **Australia: rights that cannot be excluded.** Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law ("**ACL**"), that cannot lawfully be excluded, restricted or modified.

(3) **Australia: limitation under section 64A ACL.** Where you acquire Products as a consumer within the meaning of the ACL and the Products are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee (other than a guarantee under sections 51, 52 or 53 ACL) is limited, at our option, to (a) the replacement of the Products or the supply of equivalent Products, (b) the repair of the Products, (c) the payment of the cost of replacing the Products or of acquiring equivalent Products, or (d) the payment of the cost of having the Products repaired.

(4) **Australia: acquisitions outside the consumer definition.** You acknowledge that you do not acquire Products as a consumer within the meaning of the ACL where you acquire them for the purpose of re-supply, or for the purpose of using them up or transforming them, in trade or commerce, in the course of a process of production or manufacture or of repairing or treating other goods.

(5) **Australia: warranty information.** The warranty against defects for THEO Products is set out in the Warranty Statement published at https://theo.inc/warranty/.

(6) **New Zealand: contracting out.** You confirm that you acquire the Products in trade. To the extent permitted by section 43 of the Consumer Guarantees Act 1993, the parties agree that the Consumer Guarantees Act 1993 does not apply to the Contract. To the extent permitted by section 5D of the Fair Trading Act 1986, the parties agree to contract out of sections 9, 12A and 13 of that Act. The parties agree that it is fair and reasonable to be bound by this paragraph.

S2.5 Liability

(1) Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud, or for any liability that cannot be excluded or limited by law, including under S2.4 (2).

(2) Subject to paragraph (1), we are not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profit, revenue, production, use, contracts, goodwill or data, for business interruption, or for any indirect, special or consequential loss.

(3) Subject to paragraph (1), our total aggregate liability arising out of or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the net price paid for the Products giving rise to the claim.

(4) To the extent permitted by law, any claim against us must be notified in writing within 12 months of delivery of the Products concerned. Claims not notified within that period are barred.

(5) You must indemnify us and our affiliates against all claims, losses and costs arising from your breach of clause 13 or clause 14, or from your use, modification or resale of the Products contrary to these Terms.

S2.6 Governing law and arbitration

(1) The Contract and these Terms are governed by the law of the Hong Kong Special Administrative Region. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Sale of Goods (United Nations Convention) Ordinance (Cap. 641) do not apply.

(2) Any dispute, controversy, difference or claim arising out of or relating to the Contract, including its existence, validity, interpretation, performance, breach or termination, and any dispute regarding non-contractual obligations

arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause is Hong Kong law. The seat of arbitration is Hong Kong. The number of arbitrators is one. The arbitration proceedings are conducted in English.

(3) We may, however, apply to any competent court for interim or injunctive relief, and may bring proceedings to recover overdue amounts in the courts of the place where you have your seat or assets.

(4) A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce it, except as stated in clause 20.7.

Schedule 3 — THEO Laser Inc. (United States of America and Canada)

This Schedule applies to Contracts with THEO Laser Inc.

S3.1 Currency, taxes and import

(1) Prices are in US dollars or, where the Shop displays Canadian dollar prices for delivery to Canada, in Canadian dollars. The currency shown at checkout and on your Order Confirmation applies to the Contract, to payment and to any refund or credit.

(2) Prices exclude sales, use and similar taxes. We collect these taxes where the law requires, unless you have given us a valid resale or exemption certificate before ordering.

(3) For deliveries to Canada, clause 8.3 applies: you are the importer of record and bear customs duties, GST/HST, provincial sales taxes and brokerage fees.

S3.2 Late payment; set-off

(1) Overdue amounts bear interest at the lesser of 1.5 % per month and the highest rate permitted by law, from the due date until payment. You must reimburse our costs of collection, including reasonable attorneys' fees.

(2) You must pay all amounts in full without set-off, counterclaim, deduction or withholding.

S3.3 Security interest

Until we have received payment in full, you grant us a purchase money security interest in the Products and their proceeds, and to the extent the law permits we retain title to them. You authorise us to file financing statements under the Uniform Commercial Code, and registrations under the applicable Canadian personal property security legislation, and must sign any document we reasonably require to perfect our interest.

S3.4 Disclaimer of warranties

(1) THE WARRANTY STATEMENT AND DELIVERY CONFORMITY (CLAUSE 12) ARE THE ONLY WARRANTIES WE GIVE. THEY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ALL CONDITIONS AND WARRANTIES IMPLIED BY ANY CANADIAN PROVINCIAL OR TERRITORIAL SALE OF GOODS LEGISLATION.

(2) THE REMEDIES IN THE WARRANTY STATEMENT AND IN CLAUSE 12.3 ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT IN OR NON-CONFORMITY OF THE PRODUCTS.

S3.5 Limitation of liability

(1) TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF GOODWILL OR DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(2) TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CONTRACT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, IS LIMITED TO THE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM.

(3) THESE LIMITATIONS APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED.

(4) Any action arising out of or in connection with a Contract must be commenced within one (1) year after the cause of action has accrued.

S3.6 Indemnification

You must defend, indemnify and hold harmless THEO Laser Inc., its affiliates and their officers, directors, employees and agents from and against all third-party claims, damages, losses, liabilities, costs and reasonable attorneys' fees arising from (a) your use, installation, modification or resale of the Products, (b) your breach of clause 13 or clause 14, or (c) your violation of law, except to the extent caused by our gross negligence or wilful misconduct or by a defect covered by the Warranty Statement.

S3.7 Workplace compliance

You are responsible for compliance of your workplace and your use of the Products with applicable federal, state, provincial and local laws and safety standards, including OSHA requirements and ANSI Z136.1 in the United States and the applicable occupational health and safety legislation in Canada. Unless the product page expressly states that a Product carries a Canadian certification mark, we make no statement that it does.

S3.8 Governing law, jurisdiction and jury waiver

(1) The Contract and these Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(2) The state courts sitting in Worcester County, Massachusetts, and the United States District Court for the District of Massachusetts have exclusive jurisdiction over all disputes arising out of or in connection with the Contract, and you submit to their personal jurisdiction. We may, however, bring proceedings to collect amounts due, or for injunctive relief, in any court having jurisdiction over you or your assets.

(3) EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH A CONTRACT.

S3.9 Canada

The parties have expressly requested that these Terms and all related documents be drawn up in English. Les parties ont expressément exigé que les présentes conditions et tous les documents qui s'y rattachent soient rédigés en anglais.