



General Terms and Conditions for Repair Contracts

1. Scope

- 1.1 Any repair work undertaken by us shall be subject to the General Terms and Conditions set forth herein to the extent no other agreements have been explicitly made.
- 1.2 As far as the client's general terms and conditions are inconsistent with these General Terms and Conditions, their application shall be subject to explicit written approval by ZEISS.

2. Services

- 2.1 ZEISS will undertake the professional handling of repair work assigned in relation to instruments that ZEISS has manufactured. Unless a different scope of work has been agreed upon in writing, the repair work covers the performance of services that are identified as necessary (a) on the basis of the details the client provides to ZEISS, (b) on the basis of examination of the instrument to be repaired, and (c) during the course of the repair work.
- 2.2 ZEISS shall be entitled to engage third parties to carry out repair work.

3. Remuneration

- 3.1 ZEISS' remuneration for the repair work is calculated in accordance with sections 3.2 to 3.4 on basis of the individual services performed. ZEISS' rates applicable at the time of the repair will be charged.
- 3.2 Time worked will be rounded up to the next full hour and charged at the applicable rates for the ZEISS instrument service, in accordance with the relevant class of equipment, plus setup and traveling time. Waiting times shall also count as time worked.
- 3.3 Any material required will be invoiced separately. If during the repair work ZEISS uses small parts such as screws, washers etc., ZEISS shall be entitled to charge a flat fee for small parts to simplify invoicing.
- 3.4 Shipping costs (packaging, transport and insurance) shall be borne by the client. ZEISS may charge a flat fee for shipping costs.
- 3.5 Value-added tax at the statutory rate will be charged on the prices.

4. Terms of payment

- 4.1 The invoices are due without any deductions as soon as ZEISS has provided the repair work and issued an invoice.
- 4.2 Immediately upon default of payment –or from the due date if the client is a businessman within the meaning of the German Commercial Code– ZEISS shall be entitled to demand default interest of 8 (for consumers 5) percentage points above the base lending rate p.a.. ZEISS reserves the right to claim a higher actual damage.
- 4.3 The client may only offset claims that are uncontested or legally binding. The client may only enforce a right of retention if this is based on the same contractual relationship and if the client is not a businessman.
- 4.4 ZEISS reserves the right to return repaired instruments cash on delivery.

5. Cost estimates

- 5.1 The repair costs stated in cost estimates are guidelines estimated on the basis of the information the client has provided and following the examination of the instrument. ZEISS cannot guarantee the accuracy of the figures contained. If while repairing the instrument it becomes clear that more extensive repair work is necessary, ZEISS shall be authorized to complete the work without seeking confirmation from the client, provided this does not cause the overall repair costs to exceed the estimated price by more than 15%. Otherwise ZEISS will inform the client that ZEISS expects the cost estimate to

be exceeded and will present a new estimate to the client.

- 5.2 If on the basis of a cost estimate the client decides not to proceed with the performance or continuation of the repair work, ZEISS shall be entitled to charge for the cost of preparing the cost estimate and for any services performed up to that point.

6. Repair times

- 6.1 ZEISS will start carrying out the repair within a reasonable period. Unless a binding deadline has explicitly been agreed, completion deadlines of which the client is notified are non-binding. ZEISS will carry out on-site repairs within a reasonable period within the framework of sensible tour planning for the ZEISS service staff.
- 6.2 If the performance of the obligations of ZEISS is delayed or impeded by circumstances which cannot be prevented with reasonable care, in particular by force majeure, strikes, lockouts, stoppages, scarcity of materials and energy, incorrect or late delivery despite a careful choice of supplier, the period of the repair will be extended by the duration of the hindrance. If a party provides substantial evidence that it cannot reasonably accept such an extension, it is entitled to withdraw from the contract, without the right to any claims for damages, in so far as the contract has not yet been fulfilled. Any further claims that the client may assert are excluded.
- 6.3 If the client proves to ZEISS that it has suffered damages due to the delay in carrying out a repair, ZEISS' obligation to pay compensation in case of slight negligence will be limited to the amount of 1% of the present fiscal value of the instrument per completed calendar week only, but no more than 5% of the present fiscal value of the instrument. Any further claims for damages against ZEISS due to delay shall be excluded except in case of intent or gross negligence.

7. Transport, insurance and passage of risk

- 7.1 Unless ZEISS receives instructions to the contrary, ZEISS will choose the route and type of transportation for the return of repaired instruments. Transportation will be charged to the client even if ZEISS uses its own means of transport. The packaging required for transportation will be charged to the client at cost.
- 7.2 ZEISS will insure the goods at client's expense against normal transportation risks from door to door. The client must notify the transport company, or, if ZEISS uses its own means of transport, the client must notify ZEISS immediately in writing of any transport damage.
- 7.3 The risk of damages to or loss of the repaired instrument passes to the client as soon as the repaired instrument has left the ZEISS factory or has been handed over to the transport company.

8. Duties of the customer to co-operate

- 8.1 The client shall provide ZEISS with the instrument to carry out the repair work –in the case of on-site repairs, at the agreed time– and shall inform the ZEISS service staff without their solicitation of problems that have occurred and of peculiarities with regards to the instrument to be repaired. The client shall ensure that the ZEISS service staff has free and unimpeded access.
- 8.2 According to circumstances, the client shall provide electricity, water, compressed air and other utilities, telephones, common rooms, a canteen, changing and washing facilities etc. and the support appropriate in the circumstances to enable prompt performance of the repair.
- 8.3 Any special safety and plant regulations in force at client's premises that must be observed by ZEISS during the repair works shall be pointed out, and if necessary, explained in detail to the ZEISS service staff before the repair works begin. If any special instruction, training or, if



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applicable, tests in connection with the above require a significant amount of time, ZEISS reserves the right to make an additional charge on basis of time and expenditure.

9. Acceptance

- 9.1 After the repair has been completed on site or the repaired instrument has been received, the client shall be obliged to accept duly performed repair work immediately. The client may not refuse acceptance on the grounds of insignificant defects which will not affect the operation of the instrument.
- 9.2 If the client does not state its refusal to accept the repaired instrument within 30 days after the repair works ended or after the repaired instrument was handed over to the client, the repair works shall be deemed to have been accepted.

10. Warranty

- 10.1 ZEISS will meet warranty obligations by remedying repair work free of charge and by repairing or replacing defective material free of charge if the client demonstrates to ZEISS that a repair is defective or has not been carried out properly.
- 10.2 If the remedial work fails, the client has the right to demand a price reduction or rescission of the repair contract.
- 10.3 If faults occur in a repaired instrument which are not caused by defective repair, i.e. in particular faults due to natural wear and tear, caused by improper handling or other outside influences, these will not be covered by the warranty.
- 10.4 If the client asserts warranty claims the client must notify ZEISS of defects which have occurred immediately after they have been discovered and do everything in the client's power to minimize any damage caused by a defect.
- 10.5 The period of warranty shall be 12 months. The restart of the period of warranty shall be excluded except in cases of intent or gross negligence.
- 10.6 If the examination of a complaint in respect of a defect shows that the case does not fall under the warranty, the performance and invoicing of the examination and, where appropriate, elimination of the fault will be carried out under these Terms and Conditions for Repair Contracts at the current price.

11. Liability for damages

- 11.1 If the client is unable to use the repaired instrument in conformity with the contract through the fault of ZEISS as a result of the omission or improper implementation of suggestions and advice given before or after the conclusion of the contract or through the infringement of other additional contractual obligations the terms of sections 10, 11.2, 11.3 and 11.4 will apply accordingly to the exclusion of any further claims of the client.
- 11.2 ZEISS shall only be liable –on any legal grounds whatsoever– for damage which is not caused to the repaired instrument itself in the following cases:
- intention,
 - gross negligence of our corporate bodies or corporate executives,
 - culpable infringement of life, body and health,
 - defects ZEISS has concealed fraudulently or of which ZEISS has guaranteed the absence,.
- 11.3 In the event of the culpable violation of substantial contractual obligations (obligations the breach of which puts the fulfillment of the purpose of the contract at risk), ZEISS shall also be liable for ordinary negligence; however this liability shall in terms of the amount be limited to damage that could reasonably have been foreseen and that is typical for a contract of this nature.

- 11.4 Any claims of the client going beyond the scope of sections 11.1 to 11.3 shall be excluded.

12. Final provisions

- 12.1 ZEISS points out that data relevant to the handling of the contract may be stored by ZEISS and potentially by associated companies in the ZEISS Group, too.
- 12.2 Subsidiary agreements, amendments and additions to repair contracts must be in writing in order to be effective. Oral agreements on the suspension of the requirement of written form are void.
- 12.3 The place of jurisdiction, provided that the client is a businessman, a legal person under public law or a special fund under public law, shall be the place of business of the ZEISS Group company using these General Terms and Conditions. However, ZEISS may also take legal action against the client at the client's place of business.
- 12.4 Notice according to § 36 of the German Consumer Dispute Resolution Act: (Verbraucherstreitbeilegungsgesetz or VSBG): ZEISS will not take part in a dispute resolution process in front of an alternative dispute resolution entity according to VSBG and is not obliged to do so.
- 12.5 Governing law shall be the law of Germany with the exclusion of the international conflict of laws provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)
- 12.6 Should any of the clauses of these General Terms and Conditions for Repair Contracts be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.