



GENERAL TERMS AND CONDITIONS FOR SERVICES

1 Interpretation

1.1 In these Conditions:

“ACCOUNT HOLDER” means a Client who has been allocated a client credit account by the Supplier

“CLIENT” means the person, firm or company for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms;

“CONTRACT” means the contract for the provision of the Specified Service;

“DOCUMENT” includes, in addition to a document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

“EQUIPMENT” means any instrument, machinery or equipment in respect of which the Supplier has agreed to perform Specified Services;

“Group Company” or “Group Companies” means in relation to the Supplier its subsidiaries or holding company or any subsidiary of such holding company;

“INPUT MATERIAL” means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service;

“MINIMUM TERM” means any minimum period of time (if any) set out in the Specification Sheet or elsewhere in the Contract during which the Supplier has agreed to perform the Specified Services;

“OUTPUT MATERIAL” means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service;

“SPECIFICATION SHEET” means the sheet to which these Terms are appended;

“SPECIFIED SERVICE” means the service to be provided by the Supplier for the Client under the Contract and referred to in the Specification Sheet, together with any other services which the Supplier provides, or agrees to provide, to the Client;

“SUPPLIER” means Carl Zeiss Limited (registered in England under number 00542141);

“SUPPLIER’S STANDARD CHARGES” means the charges shown in the Supplier’s brochure or other published literature relating to the Specified Service from time to time.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Specified Service

- 2.1 The Supplier shall provide the Specified Service to the Client subject to these Terms. Any changes or additions to the Specified Service or these Terms must be agreed in Writing by the Supplier and the Client.
- 2.2 These Terms shall apply to the Contract to the exclusion of any other terms subject to which any quotation for the Specified Services is accepted or purported to be accepted, or any order for the Specified Services is made or purported to be made by the Client.
- 2.3 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.
- 2.4 The Client shall procure that prior to the commencement of the Specified Services
 - 2.4.1 the Equipment (including, where relevant, the area in which the Equipment is located) is decontaminated, and
 - 2.4.2 the Supplier is fully informed in Writing of any safety precautions necessary for the Supplier (or its employees, agents or sub-contractors) to perform the Specified Services.

If in the reasonable opinion of the Supplier the Equipment or the location of the Equipment is not properly decontaminated or the performance of the Specified Services is deemed unsafe, the Supplier shall be entitled (without prejudice to any other remedy it may have) on giving written notice to the Client:

- (a) to cancel the Contract or suspend the Specified Services; or
 - (b) to decontaminate the Equipment or location of the Equipment and charge the Client for the reasonable costs incurred by the Supplier in doing so.
- 2.4.3 The Client shall ensure that the Supplier (including its employees, agents or sub-contractors) is granted access to any Equipment in respect of which the Specified Services are to be performed and that adequate numbers of operating personnel are being made available by the Client to operate the Equipment as required by the Supplier.
- 2.5 The Client shall grant the Supplier (including its employees, agents or sub-contractors) access during reasonable hours to its premises where such access is reasonably necessary to enable the Supplier to provide the Specified Services in accordance with the Contract.
- 2.6 Subject to any special terms agreed, the Supplier shall arrange for the mode of transport for shipments of any Equipment or Output Material to the Client. The risk of loss or damage to any Equipment or Output Material shall pass to the Client at the time at which the Equipment or Output Materials have been tendered for delivery at the delivery address expressly agreed by the parties or in absence of such express agreement, at the Client's principal place of business or residential address (as the case may be) within the territory of the United Kingdom.
- 2.7 Any dates quoted for delivery of the Equipment or Output Materials are approximate only and the Supplier shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Supplier in Writing. The Equipment or Output Materials may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Client.

- 2.8 If the Client fails to take delivery of Equipment or Output Materials or fails to give the Supplier adequate delivery instructions at the time stated for delivery then, without limiting any other right or remedy available to the Supplier, the Supplier may store any Equipment or Output Material until actual delivery and charge the Client for the reasonable costs (including insurance) of storage.
- 2.9 Subject to any special terms agreed, the Supplier shall perform the Specified Services during normal working hours on a business day (excluding, Saturdays, Sundays and public holidays in the UK).
- 2.10 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- 2.11 The Specified Service shall be provided in accordance with the Specification Sheet and otherwise in accordance with the Supplier's current brochure or other published literature relating to the Specified Service.
- 2.12 Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in the Supplier's brochure or other promotional literature, may be made available on Written request.
- 2.13 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.
- 2.14 The Supplier may at any time without notifying the Client make any changes to the Specified Service, which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3 Charges

- 3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.2 The Supplier shall be entitled to vary the Supplier's Standard Charges from time to time by giving not less than six (6) weeks' Written notice to the Client.
- 3.2.1 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate.
- 3.3 Subject to any special terms agreed, materials, spare parts, and any other substances used by the Supplier for the provision of the Specified Services will be charged and invoiced separately to the Client.
- 3.4 Subject to any special terms agreed, the Client shall bear the costs of shipping (packaging, transport and insurance) of any Input Material, Output Material, Equipment or any other material which are incurred in connection with the performance of the Specified Services and the Supplier shall charge the Client for such shipping costs separately.
- 3.5 Where hourly rates apply, time worked will be rounded up to the next full hour. Travelling time, equipment set-up time and waiting time (except where delay is caused by the Supplier) shall be counted as chargeable working time. Any taxes or duties incurred by the Supplier in connection with performing the Specified Services outside of the UK shall be borne in full by the Client.

- 3.6 The Supplier shall be entitled to invoice the Client following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.
- 3.7 The Supplier's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction)
- 3.7.1 if the Client is an Account Holder within thirty (30) days of the date of the Supplier's invoice; and
- 3.7.2 in all other cases and subject to any specific payment terms agreed by the Supplier in Writing payment shall be made to the Supplier (or its agents or sub-contractors) immediately on delivery of an invoice for the Specified Services to the

Client or (where relevant) on delivery of any Equipment or Output Material in respect of which the Specified Services have been performed.

- 3.8 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 5 % above the base rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full.

4 Rights in Input Material and Output Material

- 4.1 The property and any copyright or other intellectual property rights in:
- 4.1.1 any Input Material shall belong to the Client
- 4.1.2 any Output Material shall, unless otherwise agreed in Writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.
- 4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

5 Warranties and Liability

- 5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the specification and at the intervals and within the times referred to in the Specification Sheet.
- 5.2 Where the Specified Services concern the maintenance, repair or refurbishment of any Equipment, then subject to the conditions set out in clause 5.2 below and always subject to any other warranty terms expressly agreed by the Supplier in Writing, the Supplier warrants that:
- 5.2.1 repaired or refurbished parts of the Equipment will perform free from defects in workmanship for a period of twelve (12) months from the date of the completion of the Specified Services; and

- 5.2.2 any goods or spare parts manufactured by the Supplier or by any of its Group Companies (hereinafter referred to as "the Supplier Goods") which are installed in any Equipment or are otherwise provided by the Supplier in connection with the performance of the Specified Services will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve (12) months from the date of installation or (as the case may be) delivery of the relevant Supplier Goods to the Client;
- 5.3 The above warranty in clause 5.2 is given by the Supplier subject to the following conditions:
- 5.3.1 the Supplier shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Client;
- 5.3.2 the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in Writing), misuse or alteration or repair or relocation of the Supplier Goods or the Equipment without the Supplier's approval;
- 5.3.3 the Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Specified Services has not been paid by the due date for payment; and
- 5.3.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Supplier or any of its Group Companies, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.
- 5.4 Where a claim is made by the Client under the warranties set out in clause 5.2, the Supplier may provide such further repair services or replace the Supplier Goods (or the part in question) free of charge or, at the Supplier's sole discretion, refund to the Client the price for the relevant part of the Specified Services in question or the price for the Supplier Goods (or a proportionate part of the price), in which case the Supplier shall have no further liability to the Client.
- 5.5 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.6 Where Supplier Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Client are not affected by these Terms.
- 5.7 Notwithstanding any other provision contained in these Terms, the Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 5.8 Except as otherwise provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Terms.

- 5.9 Notwithstanding clause 5.8, the Supplier shall not be liable for any loss of or damage to any electronic data of the Client in any form. It shall be the Client's responsibility to protect any electronic data prior to the commencement of the Specified Services by making adequate back-up copies.
- 5.10 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 5.11 Nothing in these Terms shall exclude the Supplier's liability in respect of death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

6 Termination

- 6.1 Subject always to clause 6.2, either party shall be entitled to terminate the Contract at any time by giving not less than one (1) month's Written notice to the other party.
- 6.2 If the Client cancels or terminates the Contract prior to the expiration of an agreed Minimum Term (if any), then the Client shall indemnify the Supplier in respect of any losses, damages, costs, expenses, liabilities howsoever arising suffered by the Supplier as a direct result of the cancellation or termination of the Contract prior to the expiration of the agreed Minimum Term.
- 6.3 The Supplier may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the Client if:
- 6.3.1 the Client commits any breach of any of the terms contained in the Contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or
 - 6.3.2 if the Client goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986);
 - 6.3.3 an encumbrancer takes possession of any of the property or assets of the Client;
 - 6.3.4 the Client ceases, or threatens to cease, to carry on business; or
 - 6.3.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

7 General

- 7.1 These Terms (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 7.4 The Contract shall be personal to the Client and the Client shall not be entitled to assign or transfer the Contract without the Supplier's prior written consent.
- 7.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 7.6 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.