



## General Terms and Conditions of Sale

### 1. Scope

- 1.1 These general terms and conditions of sale (hereinafter "General Terms and Conditions") shall apply exclusively to all deliveries of goods and services (hereinafter "Deliveries") of Carl Zeiss A/S (hereinafter "ZEISS") to a customer (hereinafter "Customer"), unless expressly agreed otherwise. References to a "Contract" mean these General Terms and Conditions together with any other contractual documentation relating to ZEISS' delivery of Deliveries to the Customer.
- 1.2 General terms and conditions of the Customer contradicting or supplementing these General Terms and Conditions shall only apply to the extent that ZEISS has expressly agreed to them in writing. Without such express agreement, ZEISS' Deliveries shall in any case be provided exclusively based on these General Terms and Conditions, even if ZEISS is aware of Customer's general terms and conditions and executes Customer's order without their express rejection.

### 2. Performance data

- 2.1 Data, information, and advice in connection with ZEISS' Deliveries are based on ZEISS' overall experience. The values stated, including but not limited to performance data, are average values determined in tests under standard laboratory conditions and are not guaranteed specifications.
- 2.2 All information about ZEISS' goods and services, including but not limited to illustrations, drawings, weights, dimensions and performance specifications contained in offers and printed materials, are approximate average values. They are not a guarantee of quality or durability, but approximate descriptions or markings. Deviations customary in the industry shall be allowed.
- 2.3 Goods are subject to normal wear and tear, which do not constitute any warranty rights.
- 2.4 The description of goods as "used" is a quality agreement. Signs of wear and tear, quality flaws or other limitations that are visible or typically result from the characteristic of being used are no defects in quality.

### 3. Delivery

- 3.1 Unless expressly agreed otherwise, ZEISS shall deliver in accordance with DAP INCOTERMS 2020.
- 3.2 Deadlines and dates are only binding delivery periods (hereinafter "Delivery Periods") if ZEISS has expressly confirmed them as binding. Without express written confirmation, they are non-binding target dates.
- 3.3 Delivery Periods begin with the date of the order confirmation by ZEISS (hereinafter "Order Confirmation").
- 3.4 In case of expiry of a deadline and date which has not been expressly confirmed as "firm," "fixed," or "binding" in the Order Confirmation, the Customer may set ZEISS a reasonable Delivery Period two weeks after expiry. Upon expiry of this Delivery Period, the Customer may cause ZEISS to be in default by sending a notice of default. In all other respects, the occurrence of default in delivery shall be governed by the statutory provisions.
- 3.5 If the Customer does not fulfill its obligations towards ZEISS, including but not limited to default in acceptance and/or payment, Delivery Periods are extended by this period of default. Further legal or contractual claims and rights remain unaffected.
- 3.6 ZEISS is entitled to make partial Deliveries if these are reasonable for the Customer. Partial Deliveries are reasonable for the Customer if a partial Delivery is usable within the scope of the contractually intended purpose, the delivery of the remaining goods and services is ensured, and the Customer does not incur any significant additional expenses or costs as a result (unless ZEISS agrees to bear the costs).
- 3.7 Without prejudice to the Customer's right to withdraw from the Contract in case of a material breach of contract by ZEISS or due to a defect, a free right of termination by the

Customer is excluded. In all other respects, the statutory requirements and legal consequences apply.

- 3.8 Customer's right of withdrawal shall expire if the Customer is requested to exercise the right of withdrawal by ZEISS within a reasonable period of time and does not declare withdrawal before the expiry of this period.

### 4. Export control

- 4.1 The sale, resale and disposal of Deliveries as well as any associated technology or documentation may be governed by German, EU, US export control regulations and, if applicable, the export control law of other countries. A resale to embargoed countries, to denied persons or to persons who use or may use the Deliveries for military purposes, for ABC weapons or for nuclear technology is subject to an official license. With its order, the Customer declares conformity with such laws and regulations and that the Deliveries will not be delivered directly or indirectly to countries that prohibit or restrict the import of these Deliveries. Customer declares to obtain all necessary licenses required for an export and/or import.
- 4.2 If the fulfilment of an obligation is delayed due to licensing or approval requirements or other requirements or procedures under the applicable export control laws or regulations or other applicable foreign trade regulations (hereinafter "**Applicable Export Control Regulations**"), the performance time shall be extended accordingly by the duration of such delay.
- 4.3 ZEISS and Customer have a right to refuse performance of the contract to the extent that such performance is prohibited by Applicable Export Control Regulations. The reason for a refusal to perform must be communicated immediately.
- 4.4 The Customer shall assist ZEISS in obtaining all information and documents required to comply with Applicable Export Control Regulations that are requested by authorities in this connection. Such obligations may include, in particular, information about the end customer, the destination, the intended use of the contractual Deliveries, and existing export control restrictions.
- 4.5 If an official approval or confirmation is required for the fulfillment of ZEISS' contractual obligations and such approval or confirmation is refused or not granted by the competent authority within a period of eight (8) months from the date of application, ZEISS is entitled to revoke the contract or terminate the contract or parts of the contract without notice within four (4) weeks after becoming aware of the circumstances that entitle ZEISS to do so. However, ZEISS shall not be entitled to this right if ZEISS is solely or predominantly responsible for the circumstances leading to the refusal or delay. ZEISS is also entitled to revoke the contract or terminate the contract or parts of the contract without notice within four (4) weeks after becoming aware of the circumstances that entitle ZEISS to do so, if the fulfillment of ZEISS' contractual obligations violates Applicable Export Control Regulations for other reasons. If only part of the contractual obligation is affected for the aforementioned reasons, ZEISS may declare the entire contract revoked or terminate the entire contract if ZEISS has no interest in partial performance.
- 4.6 If the Customer delivers the Deliveries received from ZEISS to third parties, the Customer shall ensure compliance with the Applicable Export Control Regulations. In addition, the Customer shall comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union, and the United States of America.
- 4.7 The Customer shall not sell, export or re-export, directly or indirectly, to (i) the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014; (ii) Belarus or for use in Belarus any goods supplied under or in connection with the contract that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006, in its current version of the respective Council Regulation.
- 4.8 The Customer shall undertake its best efforts to ensure that the purpose of section 4.7 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 4.9 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties



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further down the commercial chain, including by possible resellers, that would frustrate the purpose of section 4.7.

- 4.10 Any violation of sections 4.7, 4.8 or 4.9 shall constitute a material breach of an essential obligation of the contract, and ZEISS shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the contract; and (ii) a penalty of 50% of the total value of the contract or price of the goods exported, whichever is higher, but minimum 50.000 EUR.
- 4.11 The Customer shall immediately inform ZEISS about any problems in applying sections 4.7, 4.8 or 4.9, including any relevant activities by third parties that could frustrate the purpose of section 4.7. The Customer shall make available to ZEISS information concerning compliance with the obligations under sections 4.7, 4.8 and 4.9 within two weeks following ZEISS' request of such information.

### 5. Transfer of risk

- 5.1 The transfer of risk for the Deliverables shall be in accordance with DAP INCOTERMS 2020.

### 6. Payment

- 6.1 Only the prices stated in ZEISS' Order Confirmation apply. Additional Deliveries will be charged separately.
- 6.2 All prices are net prices excluding value-added tax and tariffs, which the Customer must pay in addition at the respective statutory rate.
- 6.3 Unless otherwise expressly agreed in writing at the time of conclusion of the Contract, ZEISS' prices shall apply including transportation and transportation insurance costs in accordance with DAP INCOTERMS 2020. The Customer shall, however, bear additional costs for public charges (including withholding tax), official permits, customs duties, and tax as well as packaging costs exceeding the customary packaging.
- 6.4 The price is due and payable within 30 days from the date of the invoice. Decisive for the timeliness of the payment is the receipt of the payment by ZEISS.
- 6.5 Upon expiry of the payment deadline, the Customer is in default of payment. During default, ZEISS is entitled to demand default interest at the applicable statutory default interest rate in accordance with the Danish Interest Act (Renteloven). However, ZEISS reserves the right to claim further compensation for any damage not compensated by the default interest.
- 6.6 ZEISS reserves the right to provide Deliveries in whole or in part only against advance payment. Such reservation will be declared at the latest with the Order Confirmation.
- 6.7 The Customer may only offset such claims that are duly acknowledged by ZEISS or have been finally legally established without the possibility to appeal or that are reciprocally linked (in Danish "konnekse") to the main claim (e.g., claims of the Customer due to defects in performance).
- 6.8 The Customer may furthermore only withhold its counter-performance if such counter-performance is duly acknowledged by ZEISS or has been finally legally established without the possibility to appeal.
- 6.9 In the event of default or non-performance of payments by the Customer, ZEISS is entitled to perform outstanding Deliveries only against advance payment or provision of security and, if the advance payment or security is not provided within two weeks, to withdraw from the Contract without setting a new deadline. Further legal or contractual claims and rights remain unaffected.

### 7. Retention of title

- 7.1 ZEISS retains title to goods delivered to Customers until full payment of all present and future claims, irrespective of the legal grounds, arising from the legal and business relationship underlying the delivery (hereinafter "**Reserved Goods**" in section 7).
- 7.2 The Customer is entitled to use the Reserved Goods and to sell them in the ordinary course of business only under the

conditions of the following sections and until revoked by ZEISS, and as long as the Customer is not in default with its payment obligations.

- 7.3 If the Customer modifies, processes or transforms the Reserved Goods or integrates the Reserved Goods with other goods, ZEISS shall acquire sole ownership to such modified, processed, or transformed Reserved Goods or to the Reserved Goods together with the goods to which they are integrated (hereinafter the "**New Item**"). If ZEISS cannot acquire sole ownership in the event of modification, processing, transformation, combination and intermixture or integration of the Reserved Goods with other goods, ZEISS acquires co-ownership of the New Item in the ratio of the invoice value of the Reserved Goods to the value of the other goods. If ZEISS suffers a loss of rights as a result of modification, processing, transformation, combination, integration or intermixture, the Customer hereby transfers to ZEISS its ownership or share in co-ownership to the New Item to the extent of the value of the Reserved Goods and shall hold in custody the New Item carefully and free of charge for ZEISS. The retention of title extends to the New Item, to which the same applies as to the Reserved Goods.
- 7.4 The Customer hereby assigns to ZEISS any rights and claims against third parties arising from the resale of the Reserved Goods or the New Item in their entirety or in the amount of any co-ownership share. If Reserved Goods are sold by the Customer together with other goods not supplied by ZEISS at a total price, the assignment is made in the amount of the invoice value of the respective Reserved Goods sold by ZEISS. If the assigned rights and claims are included in a current account, the Customer hereby assigns to ZEISS a part of the balance corresponding to the amount of its claim, including the final balance from the current account. The assignment of the claim serves as collateral to the same extent as the Reserved Goods. ZEISS hereby accepts this assignment.
- 7.5 Until revoked by ZEISS, the Customer is authorized to collect the claims assigned to ZEISS on behalf of ZEISS.
- 7.6 The Customer shall retain title to the Reserved Goods in relation to its customers on the same terms as described in this section 7.
- 7.7 ZEISS is entitled to revocation of the Reserved Goods, if the Customer does not properly fulfill its payment obligations arising from the business relationship with ZEISS or due to a breach of contract by the Customer. If ZEISS exercises its right to revocation, the Customer must, at ZEISS' request, immediately disclose the assigned claims and their debtors, provide all information necessary for the collection of the claims, hand over to ZEISS the relevant documents and notify the debtor of the assignment. ZEISS is also entitled to notify the debtor of the assignment itself.
- 7.8 Any other use of the Reserved Goods than what is expressly allowed herein section 7 is not permitted, including but not limited to pledging or mortgage. The Customer must inform ZEISS immediately of any impact on or danger to ZEISS' Reserved Goods or collateral, including but not limited to bankruptcy, attachment of sale or insolvency actions. Furthermore, the Customer must immediately notify the third party of the existing retention of title or collateral granted to the benefit of ZEISS. If the Customer violates these obligations, the Customer undertakes to indemnify ZEISS for all costs incurred by it in relation to legal defense and any other costs and damages caused by the Customer's breach of the obligations.
- 7.9 ZEISS will release the existing collateral insofar as the realizable value of the collateral exceeds 110 % of the secured claims not only temporarily.
- 7.10 If ZEISS asserts the retention of title, this shall only be deemed to be a cancellation of the Contract if ZEISS expressly declares the cancellation in writing. In the event of a breach of contract by the Customer, ZEISS is entitled to cancel the Contract and to demand the return of the Reserved Goods. In this respect, the Customer may not assert any right of possession against ZEISS.

### 8. Rights to software

- 8.1 The respective underlying license conditions (End User License Agreements or "EULA") shall apply to all software delivered to the Customer.



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8.2 For documentations and subsequent supplements to delivered software, ZEISS grants a non-exclusive and non-transferable right of use for the internal operation of the Deliveries for which the software was delivered. For documentation produced on behalf of the Customer and as ZEISS' Deliveries, the Customer will be granted individual licenses for end customers in the desired number to the extent of a non-exclusive and non-transferable right of use.

8.3 Source programs or source code shall only be provided based on a separate written agreement.

### 9. Warranty

9.1 If there is a defect in quality through a non-negligible deviation from the specifications provided by ZEISS relating to the Deliveries (hereinafter "**Defect**"), rectification measures shall be carried out at ZEISS' discretion either by remedying the Defect or by providing Defect-free replacement goods ("**Cure**"). Such Cure shall not include the dismantling, removal or disassembly of the delivered goods or installation or assembly of Defect-free replacement goods. I

9.2 The Customer shall give ZEISS the reasonable time and opportunity necessary for remedying the Defect or providing a Defect-free delivery of replacement goods and services. The delivery of goods and services claimed to be Defective shall be returned to ZEISS for examination in their original or equivalent packaging for ZEISS to determine whether there is a Defect. ZEISS shall bear or reimburse the expenses necessary for the purpose of inspection and Cure, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with these Terms and Conditions, if a Defect actually exists. Otherwise, ZEISS is entitled to reimbursement from the Customer of the costs incurred as a result of the unjustified request to remedy the Defect if the Customer was aware of or should have been aware that there was no actual Defect.

9.3 The Customer must inspect the Deliveries for Defects without undue delay upon delivery and must notify ZEISS immediately in writing upon detection of a Defect. In case of goods intended for installation or other further processing or modification, an inspection must in any case take place before such installation, processing or modification.

9.4 The Customer may terminate the Contract or claim a reasonable reduction of the price for the relevant Deliveries if ZEISS has not Cured a Defect within thirty (30) days from determining that there is a Defect by examining the Deliveries.

9.5 ZEISS is not liable for any Defects caused by the Customer, for example in case the Customer does not comply with ZEISS' operating or maintenance instructions, if modifications are made to the Deliveries, if parts of the Deliveries are replaced or if consumables not complying with the original specifications are used. In such cases no warranty exists unless the Customer proves that the Defect is not due to events caused by the Customer.

9.6 Section 10 below shall apply to any claims for damages and reimbursement of expenses of the Customer due to actual Defects confirmed by examination, only with the express exemptions stated in section 10.5.

9.7 For Deliveries which according to ZEISS' Order Confirmation, or as otherwise agreed between the parties, shall be installed by a certified ZEISS technician appointed by ZEISS, the Customer shall conduct a final acceptance test of such Deliveries without undue delay after installation. The parties shall agree on an acceptance protocol stating the requirements for the Deliveries to be finally accepted in the final acceptance test. If the Deliveries comply with the requirements of the acceptance protocol, the Deliveries shall be considered finally accepted by the Customer. If the Deliveries do not fulfil the requirements of the acceptance protocol, ZEISS shall without undue delay take necessary remedial actions and a new final acceptance test shall be conducted. If stated in ZEISS' Order Confirmation, or if otherwise agreed between the parties, ZEISS shall provide training related to the Deliveries to the Customer against the cost specified in the Order Confirmation or as otherwise agreed between the parties. In addition to the final acceptance test being completed and accepted, such training shall be completed before the Deliveries are considered finally accepted.

9.8 The warranty period and ZEISS' obligation to Cure Defects under this section 9 is one (1) year from delivery of the

Deliveries, or from final acceptance when a final acceptance test is to be conducted in accordance with section 9.7 above. The warranty period applies with exemption of the events stated in section 10.5, whereby ZEISS is obliged to Cure Defects during the entire expected lifetime for the Deliveries as specified in the Contract or specifications provided by ZEISS. After the warranty period, ZEISS may Cure Defects against ZEISS' standard rate from time to time.

### 10. Limitation of liability

10.1 ZEISS shall only be liable, without limitation for damages and reimbursement of expenses and costs, irrespective of the legal grounds, in the event of intent or gross negligence.

10.2 However, in the event of a material breach of the Contract e.g. whereby a contractual obligation whose breach jeopardizes the proper performance of the Contract and the achievement of the purpose of the Contract, ZEISS' liability shall be limited to the direct damages and the value of the Contract.

10.3 In all other respects ZEISS' liability is excluded.

10.4 The exclusions and limitations of liability contained in sections 10.1 to 10.3 also apply if a person or third party for whom ZEISS is responsible breaches a duty.

10.5 The exclusions and limitations of liability contained in sections 10.1 to 10.4 do not apply if ZEISS has fraudulently concealed the Defect, or for damage resulting from injury to life, body or health, as well as in the case of mandatory liability under the applicable laws on product liability.

10.6 When supplying software, ZEISS is only liable for the loss or alteration of data caused by the software to the extent that such loss or alteration would have been unavoidable even if the Customer had fulfilled its data backup obligation at adequate intervals, however, at least daily.

10.7 The limitation of liability under sections 10.1 and 10.5 shall prevail over any limitation or exclusion of liability within these General Terms and Conditions, even if no express reference is made to the priority of sections 10.1 and 10.5.

### 11. Force majeure

ZEISS shall not be liable for non-delivery or for delays in delivery insofar as these are caused by force majeure or other events that were not foreseeable at the time the Contract was concluded (e.g. operational disruptions of any kind including cyber disruptions, difficulties in the procurement of materials or

energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, general disruptions to public infrastructure of any kind, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time) for which ZEISS is not responsible. Insofar as such events make it substantially more difficult or impossible for ZEISS to provide the delivery or service and the difficulties are not only of temporary duration, ZEISS shall be entitled to cancel the Contract. In the event of difficulties of temporary duration, the delivery or service deadlines shall be postponed by the period of the difficulties plus a reasonable start-up period. Insofar as the Customer cannot reasonably be expected to accept the Deliveries as a result of the delay, Customer may cancel the Contract by means of an immediate written notice to ZEISS.

### 12. Industrial property rights, copyrights

12.1 If claims are made against the Customer for infringement of an industrial property right or a copyright because the Customer uses the Deliveries of ZEISS in the contractually specified manner and in accordance with instructions and documentation provided by ZEISS, ZEISS shall be responsible to obtain the right to continue to use the Deliveries. Precondition is that the Customer notifies ZEISS immediately in writing of such third-party claims and that ZEISS' rights to take all appropriate defense and settlement actions are reserved. If, under these preconditions, further use of the Deliveries is not possible under economically or commercially justifiable conditions, it is agreed that ZEISS shall, at its discretion, either modify or replace the Deliveries to remedy the defect of title or take back the Deliveries and refund the purchase price reduced with an amount corresponding to the age of the Deliveries and the period of use in relation to the Deliveries' expected lifetime.

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12.2 The Customer is only entitled to further compensation for damages caused by infringement of industrial property rights or copyrights within the limits of section 10. ZEISS has no obligations under section 12.1 if the infringement is caused by the fact that ZEISS' Deliveries are not used in the contractually specified manner, ZEISS instructions and relevant product documentation, or are used together with third-party components.

### 13. Disposal

13.1 The Customer shall observe the information accompanying the goods from ZEISS when disposing of the Deliveries, in particular the goods, and ensure the correct disposal or reuse of Deliveries in accordance with the statutory regulations.

13.2 The Customer is obliged to carry out the disposal at its own expense. In the event of resale of the Deliveries, in particular the goods or their components, the Customer shall transfer its obligation to the next buyer. If the next customer is a consumer, the statutory provisions regarding disposal shall apply.

### 14. Confidentiality, data protection

14.1 Unless expressly agreed otherwise in writing, information provided to ZEISS in connection with orders shall not be considered confidential unless confidentiality is evident or expressly marked by the Customer.

14.2 ZEISS is entitled to process personal data of the Customer and to transmit it to affiliated companies, provided that this is necessary for the performance of the Contract or data subjects have consented. Any data subject is entitled to request information regarding the content and use of the personal data processed by ZEISS. Any request by a data subject shall be addressed to ZEISS and will be handled in accordance with the applicable data protection laws and regulations. ZEISS and the Customer shall comply with the applicable data protection regulations, in particular the European General Data Protection Regulation (GDPR), the Danish Data Protection Act, as well as additional contractual requirements pursuant to Art. 28 (3) of the GDPR.

### 15. Final provisions

15.1 The Contract shall be governed and construed in accordance with the laws of Denmark. Any dispute, controversy, or claim arising out of or in connection with the Contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the Danish Institute of Arbitration (DIA) in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The seat of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.