



## GENERAL TERMS AND CONDITIONS FOR REPAIR SERVICES Carl Zeiss Philippines Pte. Ltd.

### 1. Exclusive Validity, Contents of the Contract

1.1 All repair work and ad-hoc services ("Services") undertaken by us Carl Zeiss Philippines Pte. Ltd. (referred to herein as "ZEISS"), is subject exclusively to the terms and conditions set out herein (referred to as the "Terms and Conditions for Repair Services"), which terms and conditions shall override all other terms and conditions of any orders from you for Services which may be conflicting.

1.2 If any clause in the Terms and Conditions for Repair Services is declared null, void, or unenforceable by any competent court or authority, in whole or in part, this shall not affect the validity or enforceability of other clauses or the remainder of the clause in question which are capable of severance and which will continue unaffected.

### 2. Services from ZEISS, Place of Performance

2.1 We will undertake the Services that you assign to us in relation to instruments that we have manufactured. Unless a different scope for the service has been agreed upon in writing, the Services will cover the performance of services that are identified by us as necessary (a) on the basis of the information and details you provide as customer, (b) on the basis of our examination of the instrument on which the Services will be performed and/or (c) during the course of such Services. The aim of the repair work is to restore the operability of the instrument as mutually agreed between the parties.

2.2 We are entitled to engage third parties to carry out the Services.

### 3. Rates of Services

3.1 The payment to be made to us for the Services is calculated based on the individual services performed in accordance with the following paragraphs. The applicable ZEISS rates at the time of the performance will be charged to you.

3.2 Hours worked will be rounded up to the next full hour and charged at the applicable hourly rates for the instrument repair service, in accordance with the relevant class of equipment. In addition to the hourly rates, we will charge to you the cost in respect of equipment setup time and travel time.

3.3 Any material required to be used or applied during in the course of the performance of Services will be invoiced separately. If we use small parts such as screws, washers or the like during the performance of Services, we are entitled to charge a flat fee for small parts to simplify invoicing.

3.4 Our prices are subject to such goods and services tax, value-added or such other statutory taxes and duties as may be prevailing at the time of the issue of the invoice for the Services.

### 4. Terms of Payment

4.1 Unless otherwise provided in writing that payments be made by you on the basis of cash on delivery of the repaired instruments, all payments are due within thirty (30) days from the date of the invoice. In the event of default in payment, ZEISS may demand default interest at an annual rate of four per cent (4%) above the base lending rate of Deutsche Bank, on any outstanding amounts due and owing by you to us, accruable and calculated on a daily basis from the due date to the date of full repayment (both before and after judgment).

4.2 The customer shall have no right to offset against any amount payable hereunder or other contract to ZEISS, or otherwise reduce any amount payable hereunder as a result of any amount owing by ZEISS or any of its affiliates to the customer or any of its affiliates

4.3 ZEISS reserves the right to suspend the provision of any Services if you fail to timely pay any undisputed amounts due to ZEISS. Suspension of the Services shall not release you from your payment obligations. You agree that ZEISS shall not be liable to you or to any third party for any liabilities, claims or expenses arising from or relating to the suspension of Services resulting from your late or non-payment under this section.

### 5. Cost Estimate

5.1 The anticipated repair costs stated in the cost estimate are mere guidelines and estimated on the basis of the information you provide and following the examination of the instrument. We cannot guarantee the accuracy of these figures. If while repairing the instrument it becomes clear and evident that more extensive repair work is necessary, we are hereby authorized to proceed with and complete the requisite repair work accordingly

without seeking confirmation from you, provided this does not cause the overall repair costs to exceed the initial estimated price by more than 15%. In that event, we will inform you of the amount by which we expect the cost estimate to be exceeded and will present a new cost estimate to you.

5.2 If on the basis of the cost estimate, you decide not to proceed with the performance or continuation of the Services, you shall notify us in writing without any delay and we shall be entitled to charge you for the cost of preparing the cost estimate and for any services performed up to that point.

### 6. Repair Schedule

6.1 We will commence the Services that you have assigned to us within a reasonable time period on a best endeavours basis. To this respect, we will indicate to you an approximate time by which the Services is reasonably expected to be completed. However, we shall not be bound by the approximated time line so indicated, unless a specific completion deadline is expressly agreed in writing between us.

### 7. Transport, Insurance and Passage of Risk

7.1 Unless we receive written instructions to the contrary, we will choose the route, mode and means of transportation for the return of repaired instruments. Shipping costs, including but not limited to packing, transport and insurance costs will be borne by you. Transportation will be charged to you even if we use our own means of transport. The packaging required for transportation will be charged at cost.

7.2 We will insure the goods at your expense against normal transportation risks from door to door. You must notify the transport company, or, if we use our own means of transport, you must notify us immediately in writing of any damage incurred in the course of transportation.

7.3 We may, at our option, charge you a flat fee for such shipping, packing, transport and insurance costs.

7.4 The risk of accidental damage and accidental deterioration of the instruments shall pass to the customer as soon as the repaired instrument has left ZEISS' premises or has been handed over to the freight carrier.

7.5 If an official licence or regulatory approval is required for the export of our Goods and/or Services and if an application for such licence is not granted or the requisite approval is not obtained, we shall be entitled without any liability to you to terminate or cancel the Contract by written notification.

### 8. Duties of the Customer

8.1 You will provide us free and unimpeded access to the instrument on your premises for the purposes of carrying out the repair work. In the case of on-site repairs, we will carry out the Services at an agreed time. You will inform our service staff of the problems that have occurred or of peculiarities with regard to the instrument to be repaired, without the need for ZEISS service personnel to expressly request for information or details of the same.

8.2 You will provide ZEISS service personnel with electricity, water and other utilities, telephones, common rooms, access to a canteen, changing, washing facilities and such other appropriate facilities or support necessary in the circumstances to enable prompt performance of the Services to be carried out.

8.3 You will take the appropriate steps to put in place the necessary measures to ensure the safety and welfare of our service personnel in the course of them carrying out the Services, inform and brief them of any special safety and factory regulations and highlight particular sources of danger.

8.4 You will take the appropriate steps to put in place the necessary security measures to ensure proper backup, protection and/or safeguarding of the data, information, image or any other material stored in the instrument to be repaired and/or the equipment of which the instrument is a part, before you make them available to us for purposes of carrying out the Services. We shall not be liable to you in any way for any loss or damage whatsoever which may be suffered by you arising from your failure to do so or the inadequacy or ineffectiveness of the measures put in place by you.

### 9. Acceptance

9.1 After the repair has been completed on site or the repaired instrument has been received



by you, you shall be deemed to have accepted immediately upon handover, the duly performed Services, unless you indicate to us in writing of and give reasons for your refusal to accept the repaired instrument, within seven (7) days from the day the repair has been completed on site, or upon receipt of the repaired instrument.

## 10. Warranty

10.1 Unless stated otherwise, we will provide a warranty for the Services carried out by us by carrying out remedial works free of charge and by rectifying or replacing defective material or parts free of charge provided you notify us in writing of the defective repair and demonstrate to us that how the repair is defective or has not been carried out properly. The period of warranty for any Services being carried out shall be for a period of three (3) months, starting from the time the Services in question was completed.

10.2 If the remedial work fails, you shall be entitled to request us to grant you a reduction in the repair fee. The amount of reduction shall be determined solely by us after taking into account any reasonable request made by you.

10.3 Our warranty to remedy defective repair shall not apply where faults occur in a repaired instrument due to natural wear and tear, and on your part, improper handling, wilful damage, negligence, abnormal working conditions, failure to follow proper operating instructions (whether oral or written) on use or application of the instruments, misuse, alteration, repair or modification of the instruments or equipment by you or third parties without our prior written approval, as well as other circumstances that cannot be attributed to us.

10.4 If you assert warranty claims you must notify us in writing of defects which have occurred immediately after they have been discovered and do everything in your power to minimize any damage caused by a defect.

10.5 If the examination by us of a complaint made by you in respect of a defect shows that the case does not fall under the warranty herein, and you wish nevertheless for us to carry out the Services at your own costs, we shall charge you for the performance and invoicing of the examination of the complaint and the Services will be carried out under our Terms and Conditions for Repair Services at the current price.

## 11. Limitation of Liability

11.1 To the extent permitted by law, ZEISS shall not be liable to the customer nor shall the customer have any claim against ZEISS for loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims of compensation in respect of or arising out of any act, omission, default, misconduct or negligence of any of its employees, independent contractors or agents in the performance or purported performance of its obligations in carrying out the Services, and except for the express warranties set out herein, ZEISS shall not be bound by nor be held liable to the customer for any representation (made innocently or negligently), promises or statements in connection with the Services being carried out.

11.2 ZEISS shall not be liable to the customer or be deemed to be in breach of the Contract if any malfunction or breakdown of the ZEISS instrument is caused by parts that have exceeded their useful life-span.

11.3 The customer acknowledges that it will not be able to use or operate the instrument, material or equipment part(s) delivered or made available to ZEISS for repair purposes and/or the equipment of which they are a part, from the date of assignment to ZEISS of the Services up to and inclusive of the date of completion of the Services on site or the date of receipt by the customer of the instrument, material or equipment part (as the case may be) on which the Services were performed. Accordingly, the customer agrees that ZEISS shall not be liable to the customer in any way for any loss of business, sales, revenue or profit which may be suffered by the customer as a result of the non-use or non-operability during the aforesaid Service period of the instrument, material, equipment part(s) and/or the equipment of which they are a part.

## 12. Force Majeure

12.1 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform or comply with the terms of delivery of the Goods and/or Services insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded for which ZEISS is not responsible. For the purposes of this clause, force majeure shall mean any events which are unforeseeable or beyond our reasonable control, including without limitation, acts of God, fires, labour disputes, acts of terrorism, war, hostilities between nations, riots, civil disturbances, governmental restrictions, flood, hurricane, earthquake, exceptional adverse weather conditions or events of natural calamities or disasters, epidemics, infectious diseases, insurrections, blockades, changes in law, acts of government, shortages of materials or energy, power or electrical failures, embargoes, unforeseeable business interruption or transportation difficulties, or travel restrictions or travel warnings issued by governmental bodies or other regulatory or international bodies, operational disruptions

of any kind, strikes, lawful lockouts, shortages of labour, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time despite a congruent hedging transaction concluded by the ZEISS.. Insofar as such events make it substantially more difficult or impossible for ZEISS to provide the delivery or service and the hindrance is not only of temporary duration, ZEISS shall be entitled to rescind the contract without any liability to you. In the event of hindrances of temporary duration, the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Customer cannot reasonably be expected to accept the Goods as a result of the delay, Customer may rescind the contract by means of an immediate written declaration to ZEISS

## 13. Confidentiality and Data Protection

13.1. Unless otherwise expressly stipulated in writing, no information provided to ZEISS in connection with orders shall be regarded as confidential, unless their confidential nature is obvious or expressly marked as confidential by the customer.

13.2. ZEISS shall be entitled to process the customer's personal data and to transfer such personal data to affiliated companies of the ZEISS Group to the extent this is necessary for the execution of the Contract or provided that the customer have consented to the processing and transfer of personal data.

13.3. Any data subject is entitled to request information regarding the content and use of the personal data processed by ZEISS and/or any other data subject requests pursuant to the applicable data protection laws and regulations, including but not limited to (i) right to request for destruction/deletion of such personal data, (ii) right to amend/update such personal data and (iii) right to submit a claim if there is any personal data breach. Any request by a data subject shall be addressed to ZEISS using these General Terms and Conditions and will be handled in accordance with the applicable data protection laws and regulations.

13.4 You hereby agree that ZEISS or any member of the ZEISS international group of companies or its affiliates, shall be entitled to store and keep personal or business data relating to the customer, in its database system, solely for purposes of records of its business dealings or contractual relationship with the customer. ZEISS agrees that it will not use the data for any other collateral purpose.

## 14. General

14.1 The terms and conditions of the Contract shall not in any way be amended or varied without the prior written consent of ZEISS.

14.2 ZEISS is a member of the ZEISS international group of companies, whose headquarters are in Oberkochen, Germany. Accordingly, ZEISS may perform any of its obligations or exercise any of its rights hereunder by itself, or through, or assign or transfer any of our rights hereunder to, any other member of the ZEISS international group of companies, provided that any act or omission of any such other member shall be deemed to be ZEISS' act or omission. The customer is not entitled to transfer or assign its rights and obligations under the maintenance contract to third parties without the prior written consent of ZEISS.

14.3 Save expressly for members of the ZEISS international group of companies, a person who is not a party to the repair contract has no right of benefit or enforcement or otherwise and the parties do not intend that any term of the repair contract should be enforceable, by virtue of reference to a third party in these terms, law or otherwise, by any person who is not an express and signing party to the said contract.

14.4 The laws of the Philippines shall govern and be used to construe the terms of this contract for the Services. In the event of a dispute, the parties shall submit to the exclusive jurisdiction of the courts of the Philippines.

Valid from October 2023