

GENERAL SALE CONDITIONS

1. The Exclusive and Binding Power of the GSC

Carl Zeiss sp. z o.o. deliveries (hereinafter referred to as Carl Zeiss) shall be realised solely on the basis of these General Sale Conditions (hereinafter referred to as the "GSC") including the modifications deriving from the contract and/or order to which Carl Zeiss has given its express consent. These GSC shall also apply where Carl Zeiss has failed to expressly object to the general terms of purchase as applied by the Buyer and shall have precedence over the Buyer's conditions. These General Sale Conditions shall be applicable to all and any future deliveries also where individual situations they have not been expressly referred to.

2. Conclusion of a Contract

1. The information, quotes and other advertising and commercial materials intended for an unmarked Customer shall not constitute an offer but solely an invitation to negotiations.
2. The letter intended for an individual recipient indicating the quantity of the goods which can be delivered within the scope of a particular contract, the delivery deadline and place constitute an offer and is an expression of our intention to enter into the contract with the recipient of the offer. The binding period of the offer shall be 30 days unless its content indicates otherwise. The offer may be accepted solely without any reservations. The contract shall be deemed entered into upon our receipt of the Customer's order prior to the elapse of the offer validity period. Customer's submission of the order after the elapse of the offer validity period shall be regarded as a new offer of the Customer to which the provisions of Art. 2.3 and 2.4 shall be applicable.
3. Any restrictions or modifications of our offer as made by the Buyer shall be regarded as a new offer (order). In this case as well as in the event of Customer's submitting an order otherwise than through a bidding procedure, the contract shall be deemed executed if, within 10 (ten) working days, we expressly confirm the receipt of the Customer's order in writing, by fax or e-mail, or commence its execution.
4. Customer's orders shall each time require their written confirmation by Carl Zeiss. The possibility of our implied acceptance of the order referred to in Art. 68² of the Civil Code is hereby excluded. If the Carl Zeiss order confirmation is different from the content of the order submitted by the Buyer, the execution of the contract shall be under the terms proposed by Carl Zeiss, unless within 2 days following the receipt of the confirmation at the latest, the Buyer submit their express objection in writing.
5. The Delivery Contract shall be deemed executed upon:

- our receipt of the Customer's order within the validity period of our offer (the offering procedure – see: clause 2.2 of the GSC)
 - our confirmation of the Customer's order or commencement of the order realisation.
6. Carl Zeiss shall reserve the ownership title and copyright to the drawings, calculations, studies and other documents as may be delivered or made available to the Buyer at the conclusion of the Contract. The foregoing are intended solely for the purposes related to the execution of the Contract and may not be copied or made available, whether in part or in whole, to any third parties without our prior express written consent .

3. Prices

Carl Zeiss prices shall be exclusive of the delivery expenses, unless expressly stated otherwise in the Carl Zeiss offer or other equivalent document. Your submission of the order shall be equivalent to your obligation to reimburse the expenses incurred by Carl Zeiss in connection with the delivery to the designation identified by you, unless the parties agree otherwise in writing. The prices shall be increased by the amount of an applicable VAT at the rate prevailing as at the date of the invoice being drawn up.

4. Payment Terms

1. Carl Zeiss invoices shall be paid within 14 days of the delivery date, unless in a particular case another - earlier or later - date is indicated. The payment date shall be the date of crediting the Carl Zeiss bank account with the full amount due, and in the case of bills or bonds - possibility of their prompt cashing and crediting the Carl Zeiss account through customary actions. Any expenses and fees arising in connection with the discounting and submission of bills of exchange due shall be the burden of the Buyer.
2. With respect to the payments due, Carl Zeiss shall be authorised to calculate interest on any default amounts at the current statutory rate. The foregoing shall be without prejudice to Carl Zeiss' possibility of making indemnity claims in connection with Carl Zeiss damage. The foregoing provisions shall be without prejudice to any other rights of Carl Zeiss.
3. The Buyer shall have right to deduct [any amounts] solely in the event of Carl Zeiss' liabilities towards the Buyer as confirmed with a valid court sentence.
4. Where following the conclusion of the Contract, the material standing of the Buyer deteriorates (which may be in particular confirmed by a refusal to insure the transaction by an insurance company offering insurance of commercial transactions of this type), Carl Zeiss shall have the right to suspend the provision of the service

(delivery) until the Buyer's satisfaction of the payment due or, at Carl Zeiss' discretion, until the Buyer's provision of suitable security with respect to the liability towards Carl Zeiss that is not due including the Buyer's payment of 100% advance amount of the purchase price. Carl Zeiss shall have the same rights (suspension of further deliveries, request for the provision of security against payments for future deliveries including the prepayment) in the event of the Buyer's default in payments exceeding 14 days.

5. Delivery term

1. The delivery terms should be regarded as tentative, unless expressly identified as binding by Carl Zeiss. The delivery term shall commence not earlier than upon the Buyer's provision of all the documents and information as maybe required for proper realisation of deliveries and upon the Buyer's satisfaction of any potential defaults in payments towards Carl Zeiss and if the payments have been agreed to be made prior to the delivery - upon realisation of the said payments.
2. Carl Zeiss shall use their best endeavours to meet delivery terms; however, they shall not be liable for any delays in the deliveries in the event of occurrence of force majeure or any other unforeseen, extraordinary events which may occur not due to our fault and which may render our prompt execution of our obligations impossible. The foregoing shall concern in particular the circumstances such as for example problems with supplies of raw materials, disruptions in the operation of the production facility in particular due to fire, water, production equipment and machinery failure, shortage of raw materials or energy, difficulties or lack of means and possibilities of transport also in a situation where these circumstances occur on the side of the Carl Zeiss' suppliers or their sub-suppliers. In the above-mentioned situations, Carl Zeiss shall have the right to delay the delivery date by the period of duration of the obstacle and by the period suitable and necessary to recommence the delivery of which they shall notify the Buyer. If the duration of the obstacle in the performance of the Contract lasts beyond 4 weeks, the Buyer may withdraw from the Contract within 2 subsequent weeks, however solely with respect to the unfulfilled part of the Contract. In the event of the Buyer's failure to exercise its right within the above-mentioned deadline, their right of withdrawal shall expire. In all of the aforementioned cases, the Buyer shall not have the right to make any indemnity claims with respect to Carl Zeiss, including liquidated damages.
3. The delivery date shall be deemed satisfied if prior to its elapse, the shipping company or other entity offering delivery services notifies the Buyer of its being prepared to deliver the goods.

4. In the event of failure to meet the delivery deadline due to Carl Zeiss' fault hereunder and after the ineffective elapse of additional 14-day period given to Carl Zeiss as agreed upon in writing, the Buyer shall have the right to withdraw from the Contract. The Carl Zeiss liability for damages shall be limited (i.e. both in the event of the Buyer's withdrawal from the contract as well as the waiver thereof) to 0.5% of the price of the goods which were not delivered within the specified deadlines for each full week of delay, however always up to the maximum amount of 5 % of the price of the goods which were not delivered within the agreed deadlines.
5. Where the Buyer delays the acceptance of goods or refuses to accept the ordered goods, or where the Buyer's representative is not present in the place of delivery, Carl Zeiss shall have the right to charge liquidated damages to the Buyer in the amount of 0.5% for each commenced week, however up to and not exceeding 5% of the total price of the goods which were not collected by the Buyer. Notwithstanding the above, Carl Zeiss may withdraw from the Contract with the Buyer within one month of the occurrence of the aforementioned circumstances, in which event the Buyer shall be required to pay Carl Zeiss the full gross value of the undelivered goods. The foregoing shall be without prejudice for the Carl Zeiss rights to claim further indemnity from the Buyer.

6. Dispatch, Insurance and Transfer of Risk

1. In the event of absence of any contrary provisions, the duty to deliver the goods to the agreed place of delivery shall be the duty of Carl Zeiss subject to the costs being charged to the Buyer.
2. The cost of insurance of goods against any transport risks shall be borne by Carl Zeiss.
3. The risk of damage, destruction or loss of goods shall be transferred to the Buyer upon delivery of the goods to the place identified by the Buyer. Where the transport of goods is organised by the Buyer, the transfer of risk shall be upon:
 - the handover of the goods to the shipping company or
 - the goods being discharged from the plant(warehouse) of Carl Zeiss or
 - the Buyer's receipt of information of the goods being prepared for shipment, where the delays in the shipment are for reasons for which Carl Zeiss is not responsible.
4. Realisation of partial deliveries is admissible.

7. Installation, Start-up and Acceptance

Where Carl Zeiss is required to install and start-up the equipment, the terms of execution of these activities and the conditions for the execution of these activities, receipt and acceptance of the equipment and the Carl Zeiss compensation shall be agreed under a separate contract.

8. Warranty

Carl Zeiss warranty liability shall cover the following:

- with regard to goods from the Ocular Optics, Medicine and Microscopy range - 12 month of the date of issue of the goods to the Buyer, unless the Parties have expressly foreseen another term;
- with regard to the goods from the Industrial Metrology range – the warranty period for the individual elements of the systems shall be each time identified by Carl Zeiss in writing. Should such indication be not made with regard to a particular element, it shall be assumed that the warranty liability has been excluded with respect to such an element.

8.1 Physical Defects

- a) Carl Zeiss warranty liability covers solely the defects existing prior to the Buyer's acceptance of risk, or defects caused by the previously delivered products. The burden of proof in this regard shall be the responsibility of the Buyer. Carl Zeiss liability shall not include the defects of which the Buyer knew or which the Buyer could identify should they act with due diligence at the moment of delivery of the goods.
- b) The Buyer shall be entitled to claim indemnity under the warranty where they have satisfied the duty to examine the subject of the delivery and the duty to notify Carl Zeiss of the identified defects as per the above-given rules. The Buyer undertakes to examine the goods carefully at the moment of their delivery with regard to quantity, conformity to the technical specification as specified in the Contract and with regard to the visible quality defects. Subject to verification shall also be the attached technical documentation of the goods. Any qualitative and quantitative defects shall be reported by the Buyer in writing within 24 hours of the acceptance of the goods; with regard to the qualitative defects, which the Buyer despite diligent examination at receipt could not identify, they should be reported in writing within 24 of their being identified. The complaint should specify the marking and quantity of the questioned goods, the cause of complaint (a description of the identified defect) and the number and date of the invoice. Failure to keep the aforementioned complaint deadlines and/or the form and content of the complaint as specified above shall result in the Buyer's loss of the warranty entitlements in connection with a particular defect. Carl Zeiss commencement of the verification of the reported defects or action aimed at removal of the defect shall be without prejudice to the

Carl Zeiss possibility of raising an issue (charge) of the Buyer's failure to report the defect within the agreed deadlines or inappropriate defect reporting procedure.

- c) In the case of a justified complaint, Carl Zeiss shall replace the goods with the goods free from any defects, or shall repair them within the relevant deadline; the manner of rectification of the defect shall be at the sole discretion of Carl Zeiss. In this case, any further claims of the Buyer with respect to the defects including the right to reduce the price and to withdraw from the Contract shall be excluded. Carl Zeiss shall have the right to deny the removal of delivery of the product free from defects, if it entails incommensurately high costs. The costs are deemed to be incommensurately high where they exceed 40% of the net value of the goods rejected under the warranty granted.
- d) In the event of the refusal to repair/replace the defective good, or where such a repair/replacement has failed twice, the Buyer shall have the right to withdraw from the part of the Contract concerning the defective good, or to demand a pro rata reduction of the price. Where the Buyer effectively represents that they wish to exercise their right to have the price reduced, the right to withdraw from the Contract due to the occurrence of the same defect shall be excluded. In the case of minor defects, the Buyer shall be entitled solely to the reduction of the price. The request to reduce the price or the representation concerning withdrawal from the Contract shall be made in writing otherwise being null and void.
- e) Carl Zeiss shall not be liable under the warranty for any mechanical damage occurring during the transport of goods in the case of the transport being handled by the Buyer or by the delivery company hired by the Buyer or as a consequence of careless or inappropriate unloading, or for the defects occurring as a result of the natural wear and tear, or Buyer's or third parties' inappropriate or careless installation, use, maintenance or storage of the goods or for the damage occurring due to the Buyer's, or third parties' repairs, handling or modifications of the products delivered by Carl Zeiss made without our prior written consent.
- f) The goods replaced in connection with the repair / replacement of the defective product shall become the property of Carl Zeiss.
- g) The submission of the notification complaint shall not entitle the Buyer to suspend the payment.
- h) In order to commence activities related to the repair or replacement of the part, the Buyer shall be required to create proper conditions for Carl Zeiss (or depending on the Carl Zeiss decision deliver the elements in question to the place identified by Carl Zeiss or make the element available on site); otherwise Carl Zeiss shall be relieved from any liability under the warranty.

- i) In the event of a justified Buyer's complaint, the costs of the removal of the defect or delivery of the spare parts including the costs of delivery and the costs of dismantling and installation shall be borne by Carl Zeiss.

8.2 Legal Defects

- a) Where the use of the goods delivered by Carl Zeiss infringes the industrial property rights or the copyright of any third parties who claim indemnity from the Buyer, we shall ensure at our sole discretion and expense the possibility of a lawful use of the goods or we shall modify the goods to best match the interests of the Buyer and so that the protected third party rights are no longer violated. If the foregoing proves to be impossible for economic conditions, or deadlines, the Buyer shall have the right to withdraw from the Contract. Carl Zeiss shall also have the right to withdraw from the Contract for the above-mentioned reasons.
- b) Carl Zeiss shall indemnify and safeguard the Buyer against any legally binding claims of any third parties who are the owners of the protected industrial property rights or copyright,
- c) The Carl Zeiss obligations referred to in clause 8.3 of the GSC with respect to the infringements of the industrial property rights or the copyright shall be - subject to clause 11 of the GSC - deemed as the exhaustive list. The foregoing shall be the burden of Carl Zeiss solely upon joint satisfaction of the following:
- Carl Zeiss immediate notification by the Buyer of the claims made in connection with the infringements and
 - the Buyer's support of Carl Zeiss in the defence against the claims or enabling Carl Zeiss undertaking the modification actions as referred to in clause 8.3 of the GSC and
 - Carl Zeiss provision with all the measures aimed at commencement of the defence, including the out-of-court measures and
 - the legal defect having not been caused by the failure to follow the Buyer's instructions and
 - the infringement is not due to the Buyer's arbitrary modifications or the use of the good otherwise than in conformity with the contract for the use of the delivered goods.

8.3 Software Errors

We shall be liable for the compliance of the delivered software with the software specification, if the software has been installed within our systems and to our guidelines. As software defect shall only be deemed such a defect which may be restored at any time. We undertake to remove any software defect which may render the use of the software difficult beyond minor through the installation of a corrected version of the software or by providing

instructions on how to remove the defect or bypass its consequences with the choice of the method of the defect removal being at the sole discretion of Carl Zeiss. We shall not be liable for any errors in the operation of the software which has been installed in the environment and configured otherwise than to our instructions.

8.4 Transfer of the Guarantee Rights

Unless the Parties have resolved otherwise, any claims with respect to the guarantee concerning the parts (equipment) received by Carl Zeiss from other manufacturers/suppliers shall be deemed to have been transferred to the Buyer. To this end, Carl Zeiss shall give any documents held by them to the Buyer on the day of the acceptance of the product at the latest. The Buyer shall be required to submit their claims solely to the guarantee provider; any claims towards Carl Zeiss in this respect shall be excluded subject to the following sentence. Carl Zeiss shall be required to remove such a defect only where the guarantee provider, despite the Buyer's adherence to all the requirements of the proper defect reporting referred to in the guarantee, fails to rectify the defect without a justified reason.

9. Industrial Property Right and Copyright

1. Any modifications of the external appearance of the goods, which could result in the possibility of the Buyer or any third party being regarded as the manufacturer of the good as well as removal of the Carl Zeiss Group trademarks from the goods or placement of the Buyer's marks on the good shall be prohibited.
2. Carl Zeiss reserves the ownership title and copyright to any cost estimates, drawings and other documents submitted to the Buyer in the fulfillment of the Contract. These documents may be made available to any third party solely with the prior written consent of Carl Zeiss.

10. Software Copyright

Carl Zeiss grants a non-transferrable and non-exclusive right to the Buyer's internal use of the software and the related documentation as well as any consecutive supplements thereto in connection of the operating use of the delivered goods. Making the software or documentation available to any third party shall be with the prior written consent of Carl Zeiss. Any further copying of the Carl Zeiss software or documentation except for the backup copy or in connection with the in-house needs of the Buyer shall be prohibited.

11. Indemnity Claim and Liability

1. Carl Zeiss shall be solely responsible for the damage caused to the Buyer, whether wilfully or as a result of material negligence, being a normal, foreseeable and direct consequence of the failure to satisfy or improper satisfaction of their duties. Carl

Zeiss shall not be liable for any lost opportunities, indirect losses (e.g. under the contract between the Client and their contractor in connection with the liquidated damages) or production losses.

2. Limitation of Carl Zeiss' liability under clause 1 shall be applicable respectively with regard to indemnity claims other than those in connection with the failure to perform or improper performance of the contract, particularly in connection with the claims related to the prohibited actions, excepting the claims deriving from the damage caused by a dangerous product and personal injuries.

Additionally, Carl Zeiss liability in connection with the delivery of the software due to the Buyer's data loss/modification derived from the software error shall be limited to the loss of the Buyer which could occur also if the Buyer satisfied the duty to protect their data (through a data backup at least on a daily basis).

12. Personal Data, Jurisdiction, Severability Clause

1. While executing the Contract hereunder, the Buyer authorises Carl Zeiss to collect and process the Buyer's personal data under the Act of 29 August 1997 on Personal Data Protection for purposes related to the Carl Zeiss business activity. The administrator of the personal data of the Buyer shall be Carl Zeiss sp. z o.o. with registered office in Poznań, ul. Naramowicka 76. The Buyer shall be authorised to review their personal data and demand that they be rectified, supplemented or amended.
2. A court relevant for the resolution of the disputes deriving in connection with the contracts entered into hereunder shall be the general court in Poznań.
3. The law governing the contract shall be the Polish law. The application of the provisions of the convention on the international sale of goods (CISG – UN Convention on Contracts for the International Sale of Goods) and the Polish regulations of the private international law are hereby expressly excluded.
4. Any possible invalidity of the individual provisions of the GSC shall be without prejudice for the validity of the remaining provisions. In the above-mentioned case, the provisions deemed invalid shall be automatically replaced with the provisions which can be regarded as effective and best representing the economic objective expresses by the invalidated provisions.
5. The duty to provide documents in writing shall be deemed satisfied by fax or e-mail submission.