



General Terms and Conditions for Repair Contracts

1. Scope

- 1.1 These general terms and conditions for repair contracts (hereinafter "General Terms and Conditions") shall apply exclusively to all repairs undertaken by Carl Zeiss A/S (hereinafter "ZEISS") for a customer (hereinafter "Customer") on devices whose manufacturer is a company of the ZEISS group (hereinafter "Devices"), unless expressly agreed otherwise.
- 1.2 The general terms and conditions for maintenance contracts of ZEISS (available under legal notices and general terms and conditions (Legal Notice (zeiss.dk))) shall apply to the performance of maintenance and service on Devices by ZEISS, unless expressly agreed otherwise.
- 1.3 The general terms and conditions of sale of ZEISS (available under legal notices and general terms and conditions (Legal Notice (zeiss.dk))) shall apply to the delivery of materials and parts required for the repair, in particular spare and wear parts, unless expressly agreed otherwise. In case of conflicts between the general terms and conditions of sale and these General Terms and Conditions, these General Terms and Conditions shall prevail.
- 1.4 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' performance 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. Repair

- 2.1 ZEISS will undertake the professional performance of the ordered repair. Unless a different scope of work has been agreed in writing, the repair shall include the performance of repair necessary to restore the functionality of the Device based on the inspection of the relevant Device, the information provided by the Customer or obtained by ZEISS during repair.
- 2.2 ZEISS shall be entitled to engage third parties to carry out repair.
- 2.3 The performance of preventive actions to prevent a functional failure (including but not limited to preventive maintenance and inspection) are not owed hereunder and are only provided by ZEISS based on a separate order and against separate remuneration (see section 1.2).

3. Remuneration

- 3.1 ZEISS' remuneration for the repair is calculated in accordance with sections 3.2 to 3.6 based on the individual scope of work performed. ZEISS' prices applicable at the time of the order confirmation shall be charged.
- 3.2 Working time will be rounded up to the next full hour and charged per hour at the applicable rates for the ZEISS device service in accordance with the relevant class of device plus setup time and traveling time. Waiting times incurred at Customer's premises by ZEISS shall also be deemed as working time.
- 3.3 Materials and parts required for the repair, including but not limited to spare and wear parts, shall be paid separately by the Customer.
- 3.4 If ZEISS uses small parts including but not limited to screws, washers etc. during the repair, ZEISS shall be entitled to charge a reasonable small parts flat rate to simplify invoicing.
- 3.5 Shipping costs (e.g., packaging, transport and insurance) shall be borne by the Customer. ZEISS is also entitled to

charge a reasonable flat rate for shipping and handling.

- 3.6 All prices are subject to the statutory value-added tax (VAT).

4. Payment

- 4.1 The invoices are due thirty (30) days after ZEISS has provided the repair and issued an invoice.
- 4.2 Customer shall be in default of payment upon expiry of the aforementioned payment deadline. During payment default, ZEISS is entitled to demand default interest at the applicable statutory default interest rate in accordance with the Danish Interest Act (Renteloven). ZEISS reserves the right to claim further compensation corresponding to the damages caused by the payment default not covered by the default interest rate.
- 4.3 The Customer may only offset such claims that are duly acknowledged by ZEISS or have been finally legally established at court of law without possibility to appeal or that are reciprocally linked to the main claim (e.g., claims of the Customer due to defects in performance, in Danish "konnekse").
- 4.4 The Customer may furthermore only withhold its counter-performance if such counter-performance is duly acknowledged by ZEISS or has been finally legally established at court of law without possibility to appeal.
- 4.5 ZEISS reserves the right to require prepayment for delivery costs for returning repaired Devices.

5. Cost estimates

- 5.1 The expected repair costs stated in the cost estimate are approximate values estimated based on the information the Customer has provided and following the examination of the equipment. ZEISS does not assume any liability for cost estimate's correctness.
- 5.2 If more extensive repairs prove necessary during the repair of the Device, ZEISS shall be entitled to carry out the repair without consulting the Customer if the total repair costs do not exceed the approximate value stated in the cost estimate by more than 15% as a result. Otherwise, ZEISS will notify the Customer of the expected overrun of the cost estimate and provide a new cost estimate.
- 5.3 If the Customer refrains from carrying out or continuing the repair based on a cost estimate, ZEISS shall be entitled to compensation for the work performed up to that point.

6. Dates

ZEISS will commence with the performance of the assigned repair within a reasonable period. Unless a binding date has explicitly been agreed, dates notified to the Customer for performance shall not be binding. ZEISS will carry out on-site repairs within a reasonable period if connected with reasonable travel planning for ZEISS' repair personnel.

7. Transport, insurance and transfer of risk

- 7.1 If ZEISS does not receive other instructions, ZEISS will choose the shipping route and method for the return of repaired Device. ZEISS shall ship at the Customer's expense, even if ZEISS uses its own means of transport. Packaging required for shipment shall be charged at cost price.
- 7.2 ZEISS will insure the Device against the customary transport risks from door to door at the Customer's expense. Customer shall notify the transport company, or, if ZEISS uses its own means of transport, ZEISS immediately in writing of any transport damage.
- 7.3 The risk of accidental damage and accidental deterioration of the Device shall pass to the Customer as soon as the repaired Device has left ZEISS' premises or



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has been handed over to the transport company.

8. Duties of cooperation

- 8.1 Customer is obliged to make the Device available to ZEISS for the performance of the repair - in the case of repairs on site at the agreed date - and to inform the repair personnel at its own initiative about any problems that have occurred and any special features relating to the Device to be repaired. Customer shall ensure that the repair personnel have free and unrestricted access as needed to conduct the repair.
- 8.2 Customer shall provide electricity, water, compressed air and other utilities, telephone, social rooms, canteen, changing and washing facilities and similar facilities for use by the repair personnel free of charge and shall provide appropriate assistance to enable the repair to be carried out expeditiously.
- 8.3 Customer shall notify the repair personnel of any special safety or works regulations existing at the Customer's premises which the repair personnel must observe when carrying out the repair and explain them in detail before the repair begins. ZEISS shall be entitled to additional compensation corresponding to time and effort relating to special instructions or training as well as any necessary examinations requiring considerable time.

9. Acceptance

- 9.1 After completion of the repair on site or after receipt of the repaired Device, Customer is immediately obliged to examine and accept the properly performed repair. Customer may not refuse acceptance due to insignificant defects which do not affect the operation of the Device.
- 9.2 Customer has a period of 30 days after completion of the repair on site or after receipt of the repaired Device to refuse acceptance stating at least one significant defect. After expiry of this period, repair shall be deemed to have been accepted.

10. Liability for defects (warranty)

- 10.1 Unless expressly agreed otherwise in the repair contract or in the following section 10 or section 11, ZEISS shall provide cure for defective repairs by repeating the repair or by repairing or replacing defective material free of charge. This warranty applies only if the Customer proves that there is a defect to the repair.
- 10.2 If ZEISS does not fulfill its obligations under this section 10 within reasonable time, the Customer has the right to a reasonable reduction of the remuneration for the repair or to rescind from the repair contract.
- 10.3 Deficiencies on a repaired Device due to natural wear and tear, improper handling or other third-party influences, and not resulting from a defective repair, shall not be covered by this warranty.
- 10.4 If Customer wants to claim these warranty rights, the Customer shall notify ZEISS of any defects immediately after discovery and shall take all reasonable actions to minimize any damage caused by such defect.
- 10.5 The warranty period and ZEISS' obligation to cure defects under this section 10 is one (1) year from the completion of the repair. This applies with exemption of defects caused by intent or gross negligence or whereby ZEISS is obliged to cure defects during the entire expected lifetime for the Devices as specified in the contract for the Devices or specifications provided by ZEISS. After the warranty period, ZEISS may cure defects against ZEISS' standard rate from time to time.
- 10.6 Rectifications and replacement deliveries by ZEISS based on a notification of defects by the Customer only lead to a new start of the warranty period if ZEISS expressly declares such acknowledgement.
- 10.7 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 if a defect actually exists and is determined by ZEISS. Otherwise,

ZEISS is entitled to reimbursement from the Customer for 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 actually no defect.

11. Limitation of Liability

- 11.1 If Customer is unable to use the repaired Device for its intended purposes due to ZEISS' failure as a result of the omission or improper performance of suggestions and advice given before or after the conclusion of the repair contract or through the infringement of other related contractual obligations, the provisions of section 10 and section 11.2 to 11.7 shall apply *mutatis mutandis* under exclusion of any further claims by the Customer.
- 11.2 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.
- 11.3 However, in the event of a material breach of the repair contract e.g. whereby a contractual obligation whose breach jeopardizes the proper performance of the repair contract and the achievement of the purpose of the repair contract, ZEISS' liability shall be limited to direct damages and to the value of the repair contract.
- 11.4 In all other respects ZEISS' liability is excluded.
- 11.5 The exclusions and limitations of liability contained in sections 11.1 to 11.4 also apply if a person or third party for whom ZEISS is responsible breaches a duty.
- 11.6 The exclusions and limitations of liability contained in sections 11.1 to 11.5 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.
- 11.7 The limitation of liability under sections 11.2 and 11.6 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 11.2 and 11.6.

12. Force majeure

ZEISS shall not be liable for impossibility of repair or for delays in repair insofar as these are caused by force majeure or other events that were not foreseeable at the time the repair 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 despite a congruent hedging transaction concluded by the ZEISS) for which ZEISS is not responsible. Insofar as such events make it substantially more difficult or impossible for ZEISS to provide the repair and the difficulties are not only of temporary duration, ZEISS shall be entitled to cancel the repair contract. In the event of difficulties of temporary duration, 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 postponement of the repair as a result of the delay, Customer may cancel from the repair contract by means of an immediate written notification to ZEISS.

13. Export Control

- 13.1 The contracting parties hereby declare that they will comply with all applicable national, European, and US export control regulations.
- 13.2 If the fulfillment 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.



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13.3 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.

13.4 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/or services, and existing export control restrictions.

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 of the ZEISS Group, 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 the ZEISS Group company using these Terms and Conditions 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) as well as additional contractual requirements pursuant to Art. 28 (3) of the GDPR.

15. Final provisions

15.1 The repair 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 repair 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 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.