



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

### 1. Exclusive validity, contents of the contract

- 1.1 All repair work 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 repair work 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 repair work 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 repair work 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 to be repaired and/or (c) during the course of the repair work. The aim of the repair work is to restore the operability of the instrument.
- 2.2 We are entitled to engage third parties to carry out repair work.

### 3. Rates of Repair Work

- 3.1 The payment to be made to us for the repair work is calculated based on the individual services performed in accordance with the following paragraphs. The applicable ZEISS rates at the time of the repair will be charged to you.
- 3.2 Hours worked will be rounded up to the next half 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 in the course of the repair work will be invoiced separately. If we use small parts such as screws, washers or the like during the repair work, 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 repair work.

### 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).

### 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 repair work, 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 repair work 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 repair work 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.
- 6.2 We shall not be liable to you in any way in the event the performance of our obligations is delayed or impeded by any force majeure events. 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, strikes, labour disputes, acts of terrorism, war, hostilities between nations, riot, 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, 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.
- 6.3 You acknowledge that you will not be able to use or operate the instrument, material or equipment part(s) delivered to us for repair purposes and/or the equipment of which they are a part, from the date of your assignment to us of the repair work up to and inclusive of the date of completion of the repair work on site or the date of receipt by you of the repaired instrument, material or equipment part (as the case may be). Accordingly, you agree that we shall not be liable to you in any way for any loss of business, sales, revenue or profit which may be suffered by you as a result of the non-use or non-operability during the aforesaid repair period of the instrument, material, equipment part(s) and/or the equipment of which they are a part.

### 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.

### 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 repair work 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 repair work 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 repair work, 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 repair work. 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 repair work, 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 We will provide a warranty for the repair work 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 repair work being carried out shall be for a period of three (3) months, starting from the time the repair work 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 repair work at your own costs, we shall charge you for the performance and invoicing of the examination of the complaint and the repair work will be carried out under our Terms and Conditions for Repair Services at the current price.

**11. General**

11.1 You hereby agree that we 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 you the customer, in our database systems, solely for purposes of records of our business dealings or contractual relationship with you and that we will not use the data for any other collateral purpose.

11.2 Save expressly for members of the ZEISS international group of companies, the parties do not intend that any term of the repair contract should be enforceable, by virtue thereof or otherwise, by any person who is not a party to the said contract.

11.3 The laws of the Republic of the Philippines shall govern and be used to construe the terms of this contract for repair works.

11.4 Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

The language of the arbitration shall be English.

**Valid from September 2017**