



## TERMS AND CONDITIONS - SALE

Carl Zeiss (NZ) Limited NBN 9429040971605

22 Fremlin Place, Avondale, Auckland 1026 (+64 9838 5626)

### 1. DEFINITIONS AND GENERAL

#### 1.1 Definitions

In these Terms and Conditions, unless the contrary intention appears, the following definitions will apply:

- 1.1.1 **"Agreement"** means all relevant parts of the agreement for the provision of goods and services between ZEISS and the Customer including:
  - (a) the Sale Particulars, invoices, order forms or other documents or statements describing the goods and services;
  - (b) these Terms and Conditions;
  - (c) application for credit account.
- 1.1.2 **"ZEISS"** means Carl Zeiss (NZ) Limited.
- 1.1.3 **"Customer"** means the signatory to [the Sale Particulars] to which these ZEISS Terms and Conditions refer.
- 1.1.4 **"Goods and Services"** means the goods and services supplied by ZEISS and are as recorded on any sale particulars, invoices, order forms or any other document or statement issued by ZEISS.
- 1.1.5 **"GST"** means the Goods and Services Tax Act 1985.
- 1.1.6 **"Intellectual Property Rights"** means all rights conferred under statute, common law, equity and includes (without limitation) copyright, trade marks, designs, scripts, patents, semi-conductor or circuit layout rights, trade, business or company names, or other such proprietary rights, or any rights to registration of such rights existing in New Zealand, whether created before or on or after the date of an agreement.
- 1.1.7 **"Party"** means either ZEISS or the Customer as the context requires.
- 1.1.7 **"Specified Interest Rate"** means the interest rate quoted by National Bank of New Zealand as its base lending rate from time to time plus a margin of 4%.

#### 1.2 General

- 1.2.1 The ZEISS Terms and Conditions will not be waived or varied in any circumstances unless expressly agreed in writing between ZEISS and the Customer.
- 1.2.2 Unless otherwise agreed in writing, customer resale of ZEISS goods or services is not permitted. Any breach of this condition by the Customer will provide ZEISS with the right (in addition to any other rights ZEISS has at law) to immediately terminate the Agreement and all services. ZEISS will seek the right to legal recompense for any breach of this general condition.

### 2. SCOPE OF AGREEMENT

- 2.1 The Customer acknowledges through the execution of the Sale Particulars that it has read the Agreement, understands it and agrees to be bound by it and further agrees it is the complete and exclusive statement of the Agreement between the Parties superseding all proposals, quotations, orders, oral and written and all other communications between the Parties.
- 2.2 The customer acknowledges that:
  - 2.2.1 ZEISS has not made any representations, warranties or undertakings about the condition or quality of the goods or services, their suitability or fitness for purpose, or their safety except those implied by legislation (to the extent to which they apply cannot be excluded);
  - 2.2.2 It must at all times cooperate with ZEISS in respect of ZEISS providing the goods and services.
- 2.3 ZEISS quotations are not binding upon ZEISS and orders become binding on ZEISS only after ZEISS has provided the Customer with written acknowledgement.
- 2.4 If any term condition or provision of the Agreement is found to be invalid, or unenforceable to any extent, the Parties will endeavour in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

### 3. PRICES, TERMS OF PAYMENT AND DEFAULT

#### 3.1 Prices

- 3.1.1 ZEISS will invoice the Customer in accordance with the Agreement.
- 3.1.2 Prices are provided in New Zealand (NZD\$) dollars exclusive of GST.
- 3.1.3 Regardless of any other provision in the Agreement, if GST is imposed on any goods or services supplied to the Customer under the Agreement, the amount which the Customer must pay for that supply is increased by the amount of that GST.
- 3.1.4 Where a variation in an existing or new government tax, duty or charge affects the cost of goods or services, ZEISS may vary the price accordingly from the date of the government impost and the Customer must pay that additional amount.

#### 3.2 Terms of Payment

- 3.2.1 Unless otherwise agreed, the Customer will make payment within 30 days of the date of the invoice.
- 3.2.2 Acceptance of a customer order is conditional upon the Customer providing ZEISS with a credit application which is first approved by ZEISS with an appropriate credit limit being set at the sole discretion of ZEISS.
- 3.2.3 Deductions (e.g. taxes, fees) are not permitted.
- 3.2.4 For purposes of determining its timeliness, a payment is deemed to be made on the day that payment is credited to ZEISS' bank account, or, in the case of cheques and drafts, on the day they are paid.
- 3.2.5 The Customer's obligation to pay is fulfilled only when ZEISS is able to dispose freely of the invoiced amount and there is no reservation for repayment.
- 3.2.6 ZEISS may set off any claims it has against the Customer against claims for payment which the Customer may have against ZEISS. Without prejudice to further claims, ZEISS may charge interest on any past due amounts from the due date at the Specified Interest Rate (including, without limitation, credit charges and processing costs), such interest shall accrue daily.
- 3.2.7 The Customer must not set off claims it may have against ZEISS.

#### 3.3 Default

- 3.3.1 The Agreement may be terminated at any time by ZEISS providing a minimum of three months notice in writing to the Customer
- 3.3.2 The Agreement may also be terminated immediately by ZEISS in the event that:
  - (a) The Customer commits or allows to be committed any material breach of its obligations under the Agreement;
  - (b) The Customer becomes bankrupt, is ordered to wind up or passes into liquidation or administration;
  - (c) The Customer ceases to carry on business or a substantial part thereof, has a receiver or manager or administrator appointed, or generally becomes unable to pay its debts as they fall due;
  - (d) The Customer has not remedied any default in accordance with the appropriate provisions of the Agreement.

### 4. TERMS OF DELIVERY/INSTALLATION

- 4.1 ZEISS' compliance with the time of delivery presume the timely receipt of all information necessary for delivery be supplied by the Customer, the granting of all necessary permits and releases, the Customer's observation of the terms of payment and the performance of all of the Customer's obligations, which are preconditions to the performance of ZEISS' obligations. If these preconditions are not met in a timely manner, the time of delivery must be appropriately extended. The time of delivery is deemed to have been complied with when the products leave ZEISS' outlet or the Customer is advised that the goods are ready for shipment.
- 4.2 If the Customer causes an interruption or delay of ZEISS' contractual performance, any additional costs are to be borne by the Customer.
- 4.3 If ZEISS is unable to fulfil the time of delivery because of unforeseeable events beyond its control, including, without limitation, strikes, lockouts, mobilization, war, insurrections, terrorism, changes in law, acts of government, shortages of materials or energy, incorrect or late supplies in spite of careful choice of suppliers, business interruption or transportation difficulties, ZEISS may extend the time of delivery appropriately.
- 4.4 If ZEISS is responsible for any delay in delivery, the Customer must provide ZEISS with a reasonable extension of time within which to deliver the goods.
- 4.5 Delivery may be made in partial shipments.
- 4.6 Unless otherwise agreed, ZEISS will determine the route and mode of transportation.
- 4.7 If the dispatch, collection or delivery is delayed or becomes impossible for reasons beyond ZEISS' control, ZEISS will notify the Customer. ZEISS will grant the Customer a reasonable period of time for removal of the goods. Upon expiration of this period, ZEISS (at its sole discretion) may store the goods in ZEISS outlet or elsewhere, at the Customer's expense.
- 4.8 In the event that ZEISS agrees to install the goods, any costs associated with or incidental to the installation must be borne by the Customer including:
  - 4.8.1 the provision of adequate power etc;
  - 4.8.2 the costs associated with preparing a site for installation; and
  - 4.8.3 the costs associated with varying a site in order to limit the effect of extraneous elements on the goods.

### 5. RISK

- 5.1 The risk of loss of, or damage to the goods passes to the Customer upon dispatch of the goods from ZEISS' outlet.
- 5.2 In the event that ZEISS stores the Customer's goods pursuant to Clause 4.7, such storage will be at the Customer's risk.
- 5.3 Upon such storage, ZEISS' contractual obligation to deliver is deemed fulfilled.

### 6. OBVIOUS DEFECTS, DAMAGE OR SHORTAGES IN DELIVERY

- 6.1 Obvious defects, incorrect shipments and shortages not caused by transport must be reported, in writing, to ZEISS within 7 days of dispatch of the goods.
- 6.2 If delivered by carrier, the Customer may accept products with externally visible damage or loss caused by transport only if such damage or loss is noted on the freight documents, and this note is countersigned by the carrier. This also applies when internal or latent damage or loss can be assumed on the basis of the external condition of the shipment (e.g. damaged packing). Damage or loss caused by transport which is not externally visible must be reported to the carrier immediately after discovery. In both cases the Customer must notify ZEISS immediately in writing within 7 days.
- 6.3 Failure to act in accordance with subclauses 6.1 and 6.2 and means that the goods are deemed to be complete and in conformity with the Agreement.

### 7. RETENTION OF TITLE

#### 7.1 When property passes

Property in the goods supplied by ZEISS to the Customer under these terms and conditions does not pass to the Customer until the money owing for those goods, and any other money owing by the Customer to ZEISS, has been paid. The Customer in the meantime takes custody of the goods and retains them as the fiduciary agent and bailee of ZEISS.

#### 7.2 Allocation of payments

Where the Customer does not make payment in respect of specific goods, payment must be treated as having been made first in respect of goods which have passed out of the possession of the Customer, and then in respect of whatever goods still in the possession of the Customer ZEISS elects.

#### 7.3 Customer's obligations until paid for

Until the goods have been paid for in full:

- 7.3.1 the Customer must store the goods in such manner as to show clearly that they are the property of ZEISS;
- 7.3.2 the Customer may sell the goods, in the ordinary course of its business, but only as fiduciary agent of ZEISS. Any right to bind ZEISS to any liability to a third party by contract or otherwise is expressly negated. The Customer receives all proceeds, whether tangible or intangible, direct or indirect, of any dealing with the goods (including any proceeds from insurance claims) in trust for ZEISS and must keep the proceeds in a separate bank account until the liability to ZEISS is discharged; and
- 7.3.3 the Customer agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the goods (**Book Debts**).

#### 7.4 Balance sale price remains a debt

If the sale price of all goods sold by ZEISS to the Customer is greater than the sum of:

- 7.4.1 the proceeds actually received by ZEISS in respect of all dealings by the Customer with the goods; and
- 7.4.2 all other payments received by ZEISS in respect of the goods; the difference remains a debt owing by the Customer to ZEISS.

#### 7.5 ZEISS's authority to inspect and reclaim

The Customer irrevocably authorises ZEISS at any time, to enter any premises:

- 7.5.1 upon which ZEISS's goods are stored to enable ZEISS:
  - (a) to inspect the goods; and/or
  - (b) if the Customer has breached the contract, to reclaim possession of the goods; and
- 7.5.2 upon which the Customer's records pertaining to the goods are held to inspect and copy the records.

#### 7.6 Goods attached to premises

ZEISS's property in the goods is not affected by the fact that the goods become fixtures attached to premises of the Customer or a third party, and if ZEISS enters those premises for the purpose of reclaiming possession of the goods, and incurs any liability to any person in connection with the entry or reclamation, the Customer indemnifies ZEISS against that liability.

## 8. PERSONAL PROPERTY SECURITIES ACT 1999

- 8.1 Where the goods are supplied in New Zealand to the Customer on credit the Customer acknowledges that this Agreement, any invoices or other documents or statements issued by ZEISS creates a security interest ("security interest") (as that term is defined in the Personal Properties Securities Act 1999 ("PPSA")) in the goods and, for avoidance of doubt, the proceeds of sale of the goods. The Customer will, if requested by ZEISS, sign any documents, provide all necessary information and do anything else required by ZEISS to ensure that the security interest is a perfected purchase money security interest (as that term is defined in the PPSA).
- 8.2 The Customer agrees, (to the extent permitted under the PPSA and unless ZEISS agrees by notifying the Customer in writing), that the Customer will have no rights under Part 9 (Enforcement) of the PPSA. For example, but without limitation, the Customer will have no rights under sections 114(1)(a) and 116 (to receive notice of sale and statement of account), sections 121(2) and 122 (to receive any proposal or object to any proposal to retain the goods), sections 125 and 129 (relating to removal of accessions), and sections 132 and 133 (to redeem the goods or reinstate the contract).
- 8.3 The Customer waives its right under the PPSA to receive a copy of any verification statement or financing change statement (as those terms are defined in the PPSA).

## 9. ACCEPTANCE TESTS

- 9.1 Acceptance tests will not be conducted in respect of the goods unless agreed as a part of the Agreement. If acceptance tests are required under the Agreement, the Customer bears the costs of the tests.
- 9.2 If the Customer waives an agreed upon acceptance test, or does not attend the test in spite of timely notice, acceptance will be deemed to occur upon completion of testing by ZEISS. Additional costs resulting from the delay of acceptance tests for reasons beyond ZEISS' control must be borne by the Customer. In any event, the goods are deemed accepted when the Customer causes the goods to be placed into service.
- 9.3 Acceptance may not be refused because of minor defects.
- 9.4 Spectacle lenses – refer to Schedule 1.

## 10. EXPRESS WARRANTY

- 10.1 ZEISS guarantees that the goods are free from defects in material and workmanship.
- 10.2 Subject to Clause 6 if the Customer reports any defects to ZEISS, ZEISS will, at its sole discretion, either replace or repair the goods free of charge.
- 10.3 ZEISS will decide whether defects will be repaired at the facility where the goods are used, or at the facilities of one of ZEISS' representatives or subsidiaries or at a ZEISS outlet. If ZEISS decides not to repair the defects at the facility where the goods are used, the Customer, must pack the defective goods securely, properly and safely for shipment and send them to the address designated by ZEISS.
- 10.4 ZEISS will bear only the costs of workmanship and material arising out of the repair of the goods or the cost of the replacement goods, as the case may be, in respect of goods in the warranty period.
- 10.5 If the defects are repaired at the site where the goods are used, ZEISS will bear only those costs which would have been incurred if the repair had been carried out at a ZEISS outlet.
- 10.6 Unless otherwise agreed, the warranty period is 12 months which commences on the date the risk of loss passes to the Customer.
- 10.7 If the Agreement provides for an acceptance test, the warranty period will commence on the date of the acceptance test.
- 10.8 ZEISS remains obligated to remedy defects only if the Customer maintains its obligations under the Agreement. In particular, agreed payments must be made in accordance with the terms of payment.
- 10.9 Defects resulting from normal wear and tear (especially in working parts) or from mishandling shall not be covered by this warranty and the warranty obligation terminates if the products are modified or repaired by any person not authorised by ZEISS.
- 10.10 Where the goods and services are supplied in New Zealand for business use, all of the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded and the provisions of this express warranty applies.
- 10.11 Spectacle lenses – refer to Schedule 1.

## 11. EXPRESS WARRANTY IN RELATION TO SOFTWARE

- 11.1 The following provisions apply to software:
- 11.1.1 ZEISS warrants that the software delivered to the Customer corresponds to ZEISS' program specifications, provided it has been installed in ZEISS corresponding systems and in accordance with all instructions.
- 11.1.2 ZEISS is not liable nor does it provide any warranty for software, interfaces, etc, produced by other manufacturers and supplied by ZEISS.
- 11.2 Only software defects which can be reproduced at any time are considered to be defects covered by ZEISS' warranty obligation.
- 11.3 ZEISS will remedy software defects which substantially impair its use in accordance with the Agreement, at ZEISS' sole discretion and option and depending on the extent of the defect, either by installation of an improved version of the software or by advice on how to eliminate such defects or to avoid their effects.
- 11.4 ZEISS does not warrant that the software will function without error in each configuration the Customer may select, unless such configuration has been specified by ZEISS.
- 11.5 ZEISS will not be liable for claims based on a data loss and in any event, the Customer must have performed a data backup in a machine-readable form at intervals adequate to the application concerned, but not later than at the end of the day on which the software was used, to ensure the restoration of data.
- 11.6 All warranties, including express and implied warranties of merchantability and fitness for a special purpose, other than those expressly set forth herein are excluded to the extent permitted by law. Any claims for damages, whether contractual or statutory, shall be subject to the limitations and exclusions of liability stipulated in Clause 12.
- 11.7 Where the goods and services are supplied for business use, all of the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded and the provisions of this express warranty applies.

## 12. LIABILITY, INDEMNITY AND EXCLUSIONS

- 12.1 The liability of ZEISS, if any, for a breach of a non-excludable condition or warranty implied by the Consumer Guarantees Act 1993 in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption or in negligence, in tort, in contract or otherwise is limited, at the option of ZEISS, to:
- (a) In the case of goods:
- (i) The replacement of the goods or the supply of equivalent goods;
- (ii) The repair of the goods;
- (iii) The payment of the cost of replacing the goods or acquiring equivalent goods; or
- (iv) The payment of the cost of having the goods repaired; and

(b) In the case of services:

- (i) Supplying the services again; or
- (ii) Paying the cost of having the services supplied again.
- 12.2 The liability of ZEISS under clause 12.1 is reduced proportionately, to the extent of the Customer's failure to comply with its obligations and responsibilities under the Agreement or the Customer's failure to mitigate its loss.
- 12.3 In no event shall ZEISS be liable for:
- 12.3.1 Any incidental or consequential damages, loss of profits or lost data, or any other indirect damages, even if ZEISS has been informed of the possibility thereof; or
- 12.3.2 Any costs or expenses for the procurement of substitute equipment or services.
- 12.4 The Customer indemnifies ZEISS against:
- 12.4.1 All losses incurred by ZEISS;
- 12.4.2 All liabilities incurred by ZEISS; and
- 12.4.3 All legal costs (on a solicitor and own client or full indemnity basis, whichever is the greater) and other costs and expenses incurred by ZEISS in connection with the demand, action, arbitration, mediation, compromise or out of court settlement, appeal or other proceeding; arising directly or indirectly as a result of or in connection with a breach or non-performance of any of the obligations or warranties of the Customer under the Agreement whether express or implied.
- 12.5 Unless otherwise stated in the Agreement, ZEISS will not be liable or responsible to the Customer for:
- 12.5.1 Supply and Maintenance of any goods, services or materials outside the Agreement;
- 12.5.2 The preparation of, or additional charges for site facilities or ongoing provisioning of those facilities with respect to but not limited to mains power, security or air-conditioning;
- 12.5.3 Maintenance of faults caused by wilful damage to and/or improper use of goods;
- 12.5.4 The provision of consumable items;
- 12.5.5 The failure of equipment not covered under the Agreement;
- 12.5.6 Equipment faults or damage existing prior to the commencement date;
- 12.5.7 Damage to goods or its software configuration by the connection of other equipment without the approval of ZEISS; and
- 12.5.8 Damage caused by unforeseen events.

## 13. INTELLECTUAL PROPERTY

- 13.1 Ownership of Intellectual Property
- 13.1.1 The Intellectual Property Rights in all data in whatever form furnished by a Party prior to or during the execution of the Agreement will remain the property of that Party and the other Party will receive no right, title, licence or interest except to use it for the purpose of performing its obligation under the Agreement.
- 13.1.2 Except as provided in clause 13.1.1, the Intellectual Property Rights in all data owned and utilised by ZEISS for the purpose of the Agreement will remain the property of ZEISS.
- 13.1.3 ZEISS will retain the right and title to all Intellectual Property Rights with respect to ZEISS pre-existing property (with subsisting Intellectual Property Rights). Such property includes all inventions, patents, patent applications, trade marks, designs, copyright, technical know-how, commercial information, software tools and methodologies belonging to and utilised by ZEISS for the purpose of providing the goods and services under the Agreement.

## 14. RIGHTS TO SOFTWARE

- 14.1 ZEISS grants to the Customer a non-exclusive, non-transferable license to use programs, related documentation and subsequent amendments exclusively in connection with the product on which the Customer initially uses such programs, documentation and amendments. The Customer has no further rights to the programs, relating documentation or subsequent amendments. ZEISS remains the sole owner of the relevant Intellectual Property Rights.
- 14.2 The Customer must not make these programs, related documentation and subsequent amendments available to third parties, nor - even for the Customer's own purposes, except for one backup copy – copy or otherwise duplicate them, without our prior written consent.
- 14.3 Source programs are available only by separate written agreement.

## 15. GOVERNING LAW

- 15.1 This Agreement is governed by the law of New Zealand.
- 15.2 ZEISS and the Customer agree that the courts of New Zealand have jurisdiction to hear any action in respect of, or arising out of, the Agreement and hereby submit themselves to the jurisdiction of those courts.

## Schedule 1

### Spectacle Lens Terms and Conditions

#### 1. Lens Wearer Warranty

1.1 The following warranties are provided.

- (a) Progressive Lenses
  - (i) (including those dispensed using the ZEISS Adaption Control Technology Application), OfficeLens, Enhanced Single Vision and Digital Lens for the following:
    - (A) Non-adaption to lens design
    - (B) Pupil distance adjustment
    - (C) Fitting height adjustment
    - (D) Rx alteration
  - (ii) Replacement lenses will be invoiced and credit will only be issued for lenses of equal or less price. Replacement lenses must be a product in either the ZEISS or synchrony portfolio.
  - (iii) Period: 90 days
  - (iv) Exclusions: Bifocals, Single Vision, MyoVision
- (b) Coating, Treatments & Tints
  - (i) Coatings, treatments and tints carry a warranty against manufacturing defects such as crazing, cracking, discoloration, delamination or peeling. Damage caused due to improper use, mishandling which leads to scratches, delamination, etc. are not covered as manufacturing defects.
  - (ii) Period: 24 months
  - (iii) Exclusions: Medical Tints
- (c) Grind/Rx Warranty
  - Grind/Rx lenses are warranted for 90 days following the original invoice date. All claims are subject to ZEISS quality inspection. Original lenses must be returned to ZEISS for credit within 30 days of the replacement invoice with the credit claim form clearly stating the original invoice/job docket number and reference.
- (d) 1.60 & 1.67 Warranty
  - (i) All 1.60 & 1.67 index lenses supplied and fitted by are covered against chipping, cracking and breakage due to a manufacturing or fitting defect. Damage caused by improper use, mishandling or poor care are not covered as manufacturing defects. Original job (frame and lenses) must be returned to ZEISS for credit within 30 days of the replacement with the credit claim form clearly stating the original invoice/job docket number and reference.
  - (ii) All indices other than 1.60 and 1.67 are fitted into Nylon and Rimless frames at own risk.
  - (iii) Period: 24 months from date of invoice
  - (iv) Exclusions: 1.50, 1.53, 1.56, 1.59 & 1.74 index lenses. Metal/Shell frames
- (e) PhotoFusion, Transitions, and Tinted lenses Wearer Guarantee
  - (i) If a wearer is not satisfied with the performance of PhotoFusion, Transitions or tinted lenses they are entitled to exchange them for a clear pair with the same original order details (Rx, material). Credit to be issued on the remade pair.
  - (ii) Period: 30 days from date of invoice
- (f) i.Scription® Technology
  - (i) Non-adaption due to i.Scription Rx is covered for remake regardless of lens type. This warranty covers any ZEISS product with i.Scription. A one-time remake is provided. Credit is given on the lesser priced pair.
  - (ii) Period: 90 days from date of invoice
  - (iii) Exclusions: Lenses without i.Scription

#### 1.2 Specialty Products

All specialty lens orders such as fresnell prism, medical tints, and non-listed products are not subject to return or credit.

#### 1.3 Discontinued Products

- (a) Remake for both lenses is complimentary for the equivalent design/product (as determined by ZEISS) if product is under warranty. Remake will be as per original job details (Rx, material, treatment, etc.) All remakes outside of the warranty period are at the discretion of the relevant ZEISS Business Development Representative.
- (b) Period: Up to 24 months following product discontinuation date.

#### 2. Patients Own Frames

- 2.1 Frames found to be faulty require replacement under frame/supplier manufacturer warranty. You will be contacted by ZEISS when a replacement frame is required.
- 2.2 New frames damaged by ZEISS will be repaired or if required, replaced at wholesale cost only on presentation of the original frame invoice. Damaged frames must be returned to ZEISS in the same way they were received.
- 2.3 Frames supplied by the patient (new or used) are processed at own risk.

#### 3. Finished Single Vision

- 3.1 Any unused lenses returned in the original packaging that are in saleable condition and remain a current product can be returned for credit. An inspection and re-stocking fee of \$1.00 per lens applies.
- 3.2 Period: 90 days from date of invoice
- 3.3 Exclusions: Bulk orders, stocking orders

#### 4. Cancelled Orders or Orders requiring Amendments

- 4.1 Grind Rx lens orders can be cancelled/amended if advised within 30 minutes of receipt of order at no additional cost. Orders amended or cancelled after 30 minutes will be charged at full cost.

#### 5. Lindberg Frames

- 5.1 As required by the frame manufacturer, Lindberg frames will only be fitted with 1.60 and 1.67 (Clear, PhotoFusion, Transitions or Polarised) material.
- 5.2 Lindberg frames fitted or mounted by ZEISS are covered by the standard lens and rimless fitting warranty. Lenses ordered as Remote Edge and Drill are covered by the standard ZEISS lens warranty. Lens fitting/mounting outside of ZEISS fitting labs is not covered by the ZEISS warranty. All remote Edge and Drill are subject to the following:
  - (a) Only shapes, models and/or sizes for which ZEISS have authentic Lindberg formers can be processed.
  - (b) Discontinued shapes, models and/or sizes for which ZEISS does not have authentic formers cannot be processed as Remote Edge and Drill. These need to be sent to ZEISS and custom-made former charges will apply.

#### 6. Credit Claim Policy and Quality Control Standards

- 6.1 Original lenses must be returned to ZEISS for credit within 30 days of the replacement lens being invoiced. Lenses and credit claim form must clearly state the original and replacement invoice/job docket number and reason for credit/return.
- 6.2 All claims are subject to inspection by ZEISS Quality Control and is for one claim against the original set of lenses only. Changes in lens material, treatments or errors during the dispensing or ordering of the lenses are not covered by this warranty.
- 6.3 Credit will not be granted if replacement lens is another manufacturer's product.
- 6.4 All credits are assessed to the following standards:
  - (a) Mounted spectacle lenses AS/NZS ISO 21987:2011
  - (b) Finished Uncut spectacle lenses AS/NZS ISO 8980-1 & 2:2011
  - (c) Transmittance requirements is AS/NZS ISO 8980-3:2015