



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 a company of the ZEISS Group (hereinafter "**ZEISS**") on devices whose manufacturer ZEISS is (hereinafter "**Devices**") for a customer, unless expressly agreed otherwise.
- 1.2 "**Customers**" and thus contractual partners are entrepreneurs within the meaning of § 14 German Civil Code, legal entities under public law or special funds under public law (hereinafter "**Entrepreneurs**") or consumers within the meaning of § 13 German Civil Code (hereinafter "**Consumers**"). Insofar as provisions of the General Terms and Conditions are addressed to Entrepreneurs, these provisions shall only apply to Entrepreneurs. For Consumers, the law shall apply insofar as nothing to the contrary is expressly regulated in these General Terms and Conditions.
- 1.3 The general terms and conditions for service contracts of ZEISS (available under legal notices and general terms and conditions on the ZEISS website (Legal Notice (zeiss.com)) shall apply to the performance of maintenance and service on Devices by ZEISS, unless expressly agreed otherwise.
- 1.4 The general terms and conditions of sale of ZEISS (available under legal notices and general terms and conditions on the ZEISS website (Legal Notice (zeiss.com)) 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.
- 1.5 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 1.3).

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 (see section 1.4).

- 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.

4. Payment

- 4.1 The price is due and payable within 30 days from the date of the invoice and the performance of the repair. Decisive for the timeliness of the payment is the receipt of the payment by ZEISS.
- 4.2 Customer shall be in default of payment upon expiry of the aforementioned payment deadline. During default, ZEISS is entitled to demand default interest at the applicable statutory default interest rate (§§ 288, 247 German Civil Code), whereby ZEISS reserves the right to claim further damages. In case of a merchant, ZEISS reserves the right to claim interest as of the due date (§ 353 German Commercial Code).
- 4.3 The Customer may only offset such claims that are undisputed 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).
- 4.4 An Entrepreneur may only withhold its counter-performance if such counter-performance is undisputed or has been finally legally established at court of law without possibility to appeal.
- 4.5 ZEISS reserves the right to return repaired Devices cash on delivery.

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 their 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 10% 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 demand remuneration for the cost estimate and 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 within the framework of 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 usual 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.



General Terms and Conditions for Repair Contracts

- 7.3 The risk of accidental damage and accidental deterioration of the Device shall pass to the Entrepreneur as soon as the repaired Device has left ZEISS' premises or 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 without being asked 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 unimpeded access.
- 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 remuneration according to time and effort insofar as special instructions or training as well as any necessary examinations require significant time.
- 9. Acceptance**
- 9.1 After completion of the repair on site or after receipt of the repaired Device, Customer is immediately obliged to 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 in accordance with § 640 paragraph 2 German Civil Code.
- 10. Liability for defects (warranty)**
- 10.1 Unless expressly agreed otherwise in the repair contract or in this section 10 or in section 11, ZEISS shall provide cure for defective repairs in accordance with the statutory provisions, in particular by repeating the repair and by repairing or replacing defective material free of charge.
- 10.2 Subject to the statutory warranty requirements, warranty rights exists only if Customer proves that a repair was carried out defectively. For a Consumer, § 477 German Commercial Code remains unaffected.
- 10.3 If ZEISS does not comply with the statutory obligation of cure or does not comply with it in time or if the cure fails, Customer has the right to demand a reduction of the remuneration or to rescind from the repair contract.
- 10.4 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 warranty.
- 10.5 If Customer asserts warranty rights, it shall do everything to minimize any damage caused by such defect. An Entrepreneur shall notify ZEISS of any defects immediately after discovery.
- 10.6 The limitation period for claims arising from defects is one year for Entrepreneurs and two years for Consumers. However, in cases of section 11.6 as well as in case of liability for damages based on intent or gross negligence, the limitation period shall be governed exclusively by the statutory provisions.
- 10.7 Rectifications and replacement deliveries by ZEISS based on a notification of defects by the Customer are carried out without prejudice and only lead to a new start of the limitation period if ZEISS expressly declares an acknowledgement.
- 10.8 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, in accordance with the statutory provisions and these Terms and Conditions, if a defect actually exists. Otherwise, ZEISS may demand reimbursement from the Customer of the costs incurred as a result of the unjustified request to remedy the defect if the Customer knew or was negligent in not knowing that there was actually no defect.
- 11. Limitation of Liability**
- 11.1 If Customer is unable to contractually use the repaired Device due to ZEISS' fault as a result of the omission or improper performance of suggestions and advice given before or after the conclusion of the contract or through the infringement of other ancillary contractual obligations, the provisions of section 10 and section 11.2 to 11.7 shall apply mutatis mutandis under exclusion of any further claims of the Customer.
- 11.2 Subject to the statutory liability requirements, ZEISS shall only be liable without limitation for damages and reimbursement of expenses, irrespective of the legal grounds, in the event of intent or gross negligence.
- 11.3 However, in the event of a slightly negligent breach of an essential contractual obligation, i.e. a contractual obligation whose breach jeopardizes the proper performance of the contract and the achievement of the purpose of the contract, ZEISS' liability shall be limited to the amount of the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- 11.4 In all other respects ZEISS' liability is excluded. The distribution of the burden of proof remains unaffected.
- 11.5 The exclusions and limitations of liability contained in sections 11.1 to 11.4 also apply if a person 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 if ZEISS has given a guarantee of quality, or for damage resulting from injury to life, body or health, as well as in the case of mandatory liability under the laws on product liability.
- 11.7 The unlimited 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 contract was concluded (e.g. operational disruptions of any kind, 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, 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 hindrance is not only of temporary duration, ZEISS shall be entitled to rescind from the contract. In the event of hindrances of temporary duration, 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 repair as a result of the delay, Customer may rescind from the contract by means of an immediate written declaration 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 fulfilment 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



General Terms and Conditions for Repair Contracts

other applicable foreign trade regulations (hereinafter "**Applicable Export Control Regulations**"), the performance time shall be extended accordingly by the duration of such delay.

- 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 A written contract or written confirmation shall be decisive for the proof of existence and content of subsequent agreements, amendments, and supplements. The possibility to prove to the contrary remains unaffected.
- 15.2 If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the registered office of the company of the ZEISS Group using these General Terms and Conditions. ZEISS is nevertheless entitled to assert claims against the Customer at the place of jurisdiction responsible for the Customer's registered office. This section 15.2 does not apply to Consumers.
- 15.3 Notice pursuant to § 36 German Consumer Dispute Resolution Act: (Verbraucherstreitbeilegungsgesetz or VSBG): ZEISS will not participate in any dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG and is not obliged to do so.
- 15.4 German law shall apply under exclusion of the international conflict of laws provisions thereof and under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This section 15.4 does not apply to Consumers.