



General Terms and Conditions for Maintenance Contracts

1. Scope

- 1.1 These general terms and conditions for maintenance contracts (hereinafter "**General Terms and Conditions**") shall apply exclusively to all maintenance and services (hereinafter "**Services**") undertaken by Carl Zeiss AB (hereinafter "**ZEISS**") for a customer (hereinafter the "**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 of sale of ZEISS (available under legal notices and general terms and conditions (Legal Notice (zeiss.se)) shall apply to the delivery of materials and parts required for the Service, in particular spare and wear parts, unless expressly agreed otherwise.
- 1.3 The general terms and conditions for repair contracts of ZEISS (available under legal notices and general terms and conditions (Legal Notice (zeiss.se)) shall apply to the performance of repair on Devices by ZEISS, unless expressly agreed otherwise.
- 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 of Services 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.
- 1.5 To the extent special conditions, framework agreements or other individual contractual agreements on the performance of Services have been agreed for individual Devices or Device groups (hereinafter "**Special Agreements**"), the Special Agreements shall take precedence over these General Terms and Conditions.

2. Scope, place of performance, initial inspection

- 2.1 Details of the service obligation assumed by ZEISS as a "Service" are primarily defined in the respective service description. Special Agreements or the service description shall define the Devices covered by the Service.
- 2.2 "Services" hereunder means preventive and control measures excluding repairs. For example, the following performance obligations may be assumed as a Service: Inspection, verification, calibration and maintenance of the main functions of the Device as well as retrofitting, functional tests, cleaning and care work, accuracy tests and adjustments.
- 2.3 The details of the type and scope of the possible Services are primarily defined in the respective valid work plans issued by ZEISS for the Device subject to the Service.
- 2.4 ZEISS will provide test equipment and special tools required to perform the Services.
- 2.5 Materials and parts required for the Service, including but not limited to cleaning and care products, wear and spare parts, shall be paid by the Customer separately unless agreed otherwise.
- 2.6 To the extent possible and reasonable, ZEISS shall be entitled to use remanufactured less expensive replacement parts instead of new spare parts.
- 2.7 If ZEISS takes possession of replaced parts with the Customer's consent, ownership of the replaced parts shall pass to ZEISS.
- 2.8 Unless expressly agreed otherwise, ZEISS performs the Services at the location where the Device was located at the time of maintenance contract formation. If Customer changes the location of the Device, Customer shall inform ZEISS of the relocation in writing at least 60 days in advance. Customer shall only be entitled to demand performance of the Services at the new location if ZEISS has consented to the relocation in advance. ZEISS shall be entitled to make the granting of consent dependent on a reasonable adjustment of the maintenance contract, in particular the remuneration for the Services, or to refuse consent for justified reasons.

- 2.9 It is a precondition for the provision of Service that the Device is in an acceptable condition in accordance with ZEISS' specifications. A Device that has not been maintained regularly by ZEISS since its first commission or for which maintenance by ZEISS has been interrupted for more than one maintenance interval, ZEISS reserves the right to carry out an initial inspection at Customer's expense and to restore the Device to a condition according to ZEISS' specifications. Any work required for such initial inspection and to ensure that the Device conforms to ZEISS' specifications shall be paid by Customer at the respective applicable prices.

3. Services not included

- 3.1 The following actions are not "Services" within the meaning of these General Terms and Conditions and shall be provided by ZEISS only on the basis of a separate order and against separate remuneration:
 - a) repairs and troubleshooting, in particular the rectification of impairments and damage, and
 - b) the replacement of parts necessary due to external influences, such as improper handling or other actions or omissions by the Customer or third parties, as well as by other circumstances beyond ZEISS' control, including force majeure (in particular fire, earthquake, flood, etc.); and
 - c) work necessary due to repairs or modifications carried out by third parties without ZEISS' prior written consent; and
 - d) work necessary due to connection of the Device to other equipment not supplied by ZEISS; and
 - e) work necessary due to the Device being operated under conditions (e.g. electricity fluctuations, contamination) or using accessories or equipment-specific consumables that do not comply with ZEISS' specifications; and
 - f) rectification of minor wear and tear or the replacement of equipment-specific consumables, unless such work can be carried out without significant consumption of time, labor and materials as part of the Services; and
 - g) additional costs and work caused by relocation of the Device.
- 3.2 ZEISS will assume the actions referred to in section 3.1 only against separate remuneration on the basis of a separate agreement, provided that it is reasonable considering the nature of the Service to be performed and the deployment schedule of the service personnel.

4. Service Personnel

- 4.1 ZEISS will have the Services performed by trained system or Device specialists.
- 4.2 ZEISS shall be entitled to subcontract the Service to third parties.

5. Maintenance Times

- 5.1 ZEISS shall perform the Services on the Device at the agreed intervals. The maintenance intervals are primarily defined in the service description unless they are specified otherwise in Special Agreements.
- 5.2 ZEISS will agree a date with the Customer for the performance of the Services. If ZEISS or Customer fail to meet the agreed date through no fault of its own as a result of unforeseen events beyond its control (e.g. operational disruptions, illness, labor dispute), ZEISS and Customer shall agree on a reasonable new date.
- 5.3 ZEISS shall perform the Services on Swedish working days during normal business hours. If the Customer requests performance at other times, an overtime surcharge shall be paid in accordance with ZEISS' standard rate from time to time. Customer shall obtain any official permits that may be required for this; ZEISS will assume that they have been granted.



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6. Remuneration

- 6.1 As remuneration for the Services, ZEISS shall charge the Customer, depending on the type of Special Agreement reached, either
- a) a flat rate per service call or for a certain period of time in the respective agreed amount or
 - b) remuneration according to actual expenditure and material consumption in accordance with the actual prices and costs.
- 6.2 Unless expressly agreed otherwise, the flat rate shall include all labor costs incurred for the performance of the agreed scope of Services, travel costs and travel expenses. Excluded and to be paid separately shall be the statutory value added tax (VAT) and any other costs incurred outside the agreed scope of Services. If ZEISS provides Services abroad, Customer shall additionally reimburse ZEISS for all foreign taxes and duties incurred by ZEISS in relation to the Services.
- 6.3 If through no fault of ZEISS waiting times occur at the place of performance, Customer shall pay these waiting times at ZEISS' applicable hourly rate for the service personnel. Customer shall also bear any additional costs incurred if ZEISS fails to perform or complete Services during the agreed date provided that Customer is responsible for or has caused such failure.
- 6.4 The invoices are due thirty (30) days after ZEISS has provided the Service and issued an invoice. Customer shall be in default of payment upon expiry of the aforementioned payment deadline. During default, ZEISS is entitled to default interest in accordance with the Swedish Interest Act.
- 6.5 ZEISS reserves the right to adjust the remuneration to be paid at its reasonable discretion in accordance with the development of the costs determining the price calculation. A price increase shall be considered, and a price reduction shall be made if, for example, the costs for travel, expenses or the procurement of the materials or parts required to perform the Services increase or decrease or in case other changes in applicable law and regulations lead to a changed cost situation (e.g. due to statutory social costs or charges). Cost increases regarding a price component shall be offset against cost reductions regarding the same or other price components. ZEISS shall exercise its reasonable discretion in such a way that cost reductions have the same effect on prices as cost increases. Customer shall be notified in writing of any adjustment of remuneration no later than 6 weeks before the change applies. Customer shall then be entitled to terminate the maintenance contract with effect at the time the change applies by providing a written notice within 4 weeks of receipt of the notification of the price adjustment.
- 6.6 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).
- 6.7 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.

7. Duties of cooperation

- 7.1 Customer is obliged to make the Device available to ZEISS or subcontracted third parties for the performance of the Service at the agreed date and shall ensure that the repair personnel have free and unrestricted access as necessary to perform the Service.
- 7.2 For the duration of the Services, Customer shall provide the following free of charge:
- a) work equipment which must be present at the respective Device in accordance with the relevant accident prevention regulations, except for special tools and measuring instruments; and

b) suitable auxiliary personnel to operate the Device and to support the service personnel, as well as any auxiliary equipment that may be required.

- 7.3 Customer shall notify the service personnel of any special safety or works regulations existing at the Customer's premises which the service personnel must observe when carrying out the Service and explain them in detail before the Service begins. ZEISS shall be entitled to additional compensation corresponding to the time and effort relating to such instructions and regulations requiring considerable time.
- 7.4 Customer shall provide to ZEISS' service personnel and subcontracted third parties all requested information about the Device to be maintained and the associated documents.
- 7.5 Customer shall inform ZEISS' service personnel and subcontracted third parties at Customer's initiative about any special features and problems relating to the Device to be maintained.

8. Liability for defects (warranty)

- 8.1 ZEISS does not warrant that the Device will function without interruption or malfunction after performance of the Services.
- 8.2 If ZEISS does not fulfill its obligations in relation to the Service as specified in the maintenance contract or other specifications provided by ZEISS, ZEISS agrees to remedy the breach within thirty (30) days by taking the necessary actions to fulfill such obligations.
- 8.3 The Customer shall notify ZEISS of any defects immediately after discovery, or after they reasonably should have been discovered, and shall take all reasonable actions to minimize any damage caused by such defect. If Customer fails to notify ZEISS of any defects within this timeframe ZEISS will perform the remedial actions against ZEISS' standard rate.
- 8.4 Notwithstanding section 8.3, ZEISS shall bear or reimburse the expenses necessary for the purpose of inspection and cure of Defects, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with these Terms and Conditions, if ZEISS' inspection determines that there is a Defect. 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 or should have been aware that there was actually no defect.

9. Limitation of Liability

- 9.1 If Customer is unable to use the maintained 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 maintenance contract or through the infringement of other related contractual obligations, the provisions of section 8 and section 9.2 to 9.7 shall apply mutatis mutandis under exclusion of any further claims by the Customer.
- 9.2 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.



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9.3 However, in the event of a material breach of the maintenance contract e.g. whereby a contractual obligation whose breach jeopardizes the proper performance of the maintenance contract and the achievement of the purpose of the maintenance contract, ZEISS' liability shall be limited to direct damages and the value of the maintenance contract.

9.4 In all other respects ZEISS' liability is excluded.

9.5 The exclusions and limitations of liability contained in sections 9.1 to 9.4 also apply if a person or a third party for whom ZEISS is responsible breaches a duty.

9.6 The exclusions and limitations of liability contained in sections 9.1 to 9.5 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.

9.7 The limitation of liability under sections 9.2 and 9.6 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 9.2 and 9.6.

10. Force majeure

ZEISS shall not be liable for non-delivery of Service or for delays in provision of Service insofar as these are caused by force majeure or other events that were not foreseeable at the time the maintenance 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 maintenance 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 Service as a result of the delay, Customer may cancel the maintenance contract by means of an immediate written notification to ZEISS.

11. Term

11.1 Services shall be provided for the period agreed in the Special Agreement or otherwise in the maintenance contract (hereinafter "**Term**").

11.2 ZEISS shall however be entitled to terminate the Services at any time before the end of the Term with immediate effect if a) Customer is more than thirty (30) days in default with a payment, or b) the Device has been repaired or maintained by third parties without ZEISS' prior consent, or c) Service is impeded by configuration changes not approved by ZEISS, or d) the Device-specific environmental conditions no longer comply with the installation guidelines set by ZEISS.

11.3 Notice of termination must be given in writing.

11.4 Any sale of a Device by Customer to a third party shall not affect the Term. If Customer transfers a Device subject to Service to a third party, Customer's obligation to pay ZEISS for Service shall remain in force unless the third party enters into the relevant maintenance contract with ZEISS' consent.

12. Export control

12.1 The contracting parties hereby declare that they will comply with all applicable national, European, and US export control regulations.

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

12.3 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.

12.4 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.

13. Confidentiality, data protection

13.1 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.

13.2 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.

14. Final Provisions

14.1 The maintenance contract shall be governed and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the maintenance contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.