

General Terms and Conditions for Repair Contracts 2009**1. Scope**

- 1.1 Any repair work undertaken by us shall be subject to the General Terms and Conditions set forth herein to the extent no other agreements have been explicitly made.
- 1.2 As far as the client's general terms and conditions are inconsistent with ours, their application shall be subject to our explicit written approval.

2. Services

- 2.1 We will undertake the professional handling of repair work assigned in relation to instruments that we have manufactured. Unless a different scope of work has been agreed upon in writing, the repair work covers the performance of services that are identified as necessary (a) on the basis of the details you provide us, (b) on the basis of our examination of the instrument to be repaired, and (c) during the course of the repair work.
- 2.2 We are entitled to engage third parties to carry out repair work.

3. Remuneration

- 3.1 Our remuneration for the repair work is calculated in accordance with sections 3.2 to 3.4 on basis of the individual services performed. Our rates applicable at the time of the repair will be charged.
- 3.2 Time worked will be rounded up to the next full hour and charged at the applicable rates for the Zeiss instrument service, in accordance with the relevant class of equipment, plus setup and traveling time. Waiting times shall also count as time worked.
- 3.3 Any material required will be invoiced separately. If during the repair work we use small parts such as screws, washers etc., we are entitled to charge a flat fee for small parts to simplify invoicing.
- 3.4 Shipping costs (packaging, transport and insurance) shall be borne by you. We may charge a flat fee for shipping costs.
- 3.5 Value-added tax at the statutory rate will be charged on our prices.

4. Terms of payment

- 4.1 Our invoices are due without any deductions as soon as we have provided the repair work and issued an invoice.
- 4.2 Immediately upon default of payment –or from the due date if the client is a businessman within the meaning of the German Commercial Code– we are entitled to demand default interest of 8 (for consumers 5) percentage points above the base lending rate p.a.. We reserve the right to claim a higher actual damage.
- 4.3 You may only offset claims that are uncontested or legally binding. You may only enforce a right of retention if this is based on the same contractual relationship and if you are not a businessman.
- 4.4 We reserve the right to return repaired instruments cash on delivery.

5. Cost estimates

- 5.1 The repair costs stated in cost estimates are guidelines estimated on the basis of the information you provide and following the examination of the instrument. We cannot guarantee the accuracy of the figures contained. If while repairing the instrument it becomes clear that more extensive repair work is necessary, we are authorized to complete the work without seeking confirmation from you, provided this does not cause the overall repair costs to exceed the estimated price by more than 15%. Otherwise we will inform you that we expect the cost estimate to be exceeded and will present a new estimate to you.
- 5.2 If on the basis of a cost estimate you decide not to proceed with the performance or continuation of the repair work, we are entitled to charge for the cost of preparing the cost estimate and for any services performed up to that point.

6. Repair times

- 6.1 We will start carrying out the repair you have assigned to us within a reasonable period. Unless a binding deadline has explicitly been agreed, completion deadlines of which you are notified are non-binding. We will carry out on-site repairs within a reasonable period within the framework of sensible tour planning for our service staff.
- 6.2 If the performance of our obligations is delayed or impeded by circumstances which cannot be prevented with reasonable care, in particular by force majeure, strikes, lockouts, stoppages, scarcity of materials and energy, incorrect or late delivery despite a careful choice of supplier, the period of the repair will be extended by the duration of the hindrance. If a party provides substantial evidence that it cannot reasonably accept such an extension, it is entitled to withdraw from the contract, without the right to any claims for damages, in so far as the contract has not yet been fulfilled. Any further claims you may assert are excluded.
- 6.3 If you prove to us that you have suffered damages due to our delay in carrying out a repair, our obligation to pay compensation in case of slight negligence will be limited to the amount of 1% of the present fiscal value of the instrument per completed calendar week only, but no more than 5% of the present fiscal value of the instrument. Any further claims for damages against us due to delay are excluded except in case of intent or gross negligence.

7. Transport, insurance and passage of risk

- 7.1 Unless we receive instructions to the contrary, we will choose the route and type of transportation for the return of repaired instruments. Transportation will be charged to the customer 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 transport damage.
- 7.3 The risk of damages to or loss of the repaired instrument passes to you as soon as the repaired instrument has left our factory or has been handed over to the transport company.

8. Duties of the customer to co-operate

- 8.1 You shall provide us with the instrument to carry out the repair work –in the case of on-site repairs, at the agreed time– and shall inform our service staff without their solicitation of problems that have occurred and of peculiarities with regards to the instrument to be repaired. You shall ensure that our service staff has free and unimpeded access.
- 8.2 According to circumstances, you shall provide electricity, water, compressed air and other utilities, telephones, common rooms, a canteen, changing and washing facilities etc. and the support appropriate in the circumstances to enable prompt performance of the repair.
- 8.3 Any special safety and plant regulations in force at your premises that must be observed by us during the repair works shall be pointed out, and if necessary, explained in detail to our service staff before the repair works begin. If any special instruction, training or, if applicable, tests in connection with the above require a significant amount of time, we reserve the right to make an additional charge on basis of time and expenditure.

9. Acceptance

- 9.1 After the repair has been completed on site or the repaired instrument has been received, you are obliged to accept duly performed repair work immediately. You may not refuse acceptance on the grounds of insignificant defects which will not affect the operation of the instrument.

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- 9.2 If you do not state your refusal to accept the repaired instrument within 30 days after the repair works ended or after the repaired instrument was handed over to you, the repair works shall be deemed to have been accepted.
- 10. Warranty**
- 10.1 We will meet warranty obligations by remedying repair work free of charge and by repairing or replacing defective material free of charge if you demonstrate to us that a repair is defective or has not been carried out properly.
- 10.2 If the remedial work fails, you have the right to demand a price reduction or rescission of the repair contract.
- 10.3 If faults occur in a repaired instrument which are not caused by defective repair, i.e. in particular faults due to natural wear and tear, caused by improper handling or other outside influences, these will not be covered by the warranty.
- 10.4 If you assert warranty claims you must notify us 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 The period of warranty shall be 12 months. The restart of the period of warranty shall be excluded except in cases of intent or gross negligence.
- 10.6 If the examination of a complaint in respect of a defect shows that the case does not fall under the warranty, the performance and invoicing of the examination and, where appropriate, elimination of the fault will be carried out under these Terms and Conditions for Repair Contracts at the current price.
- 11. Liability for damages**
- 11.1 If you are unable to use the repaired instrument in conformity with the contract through our fault as a result of the omission or improper implementation of suggestions and advice given before or after the conclusion of the contract or through the infringement of other additional contractual obligations the terms of sections 10, 11.2, 11.3 and 11.4 will apply accordingly to the exclusion of any further claims of the customer.
- 11.2 We shall only be liable –on any legal grounds whatsoever– for damage which is not caused to the repaired instrument itself in the following cases:
- intention,
 - gross negligence of our corporate bodies or corporate executives,
 - culpable infringement of life, body and health,
 - defects we have concealed fraudulently or of which we have guaranteed the absence,.
- 11.3 In the event of the culpable violation of substantial contractual obligations (obligations the breach of which puts the fulfillment of the purpose of the contract at risk), we shall also be liable for ordinary negligence; however this liability shall in terms of the amount be limited to damage that could reasonably have been foreseen and that is typical for a contract of this nature.
- 11.4 Any claims of the client going beyond the scope of sections 11.1 to 11.3 shall be excluded.
- 12. Final provisions**
- 12.1 We point out that data relevant to the handling of the contract may be stored by us and potentially by companies associated with us in the Carl Zeiss group, too.
- 12.2 Subsidiary agreements, amendments and additions to repair contracts must be in writing in order to be effective. Oral agreements on the suspension of the requirement of written form are void.
- 12.3 The place of jurisdiction, provided that you are a businessman, a legal person under public law or a special fund under public law, shall be Jena/Germany. However, we may also take legal action against you at your place of business.
- 12.4 Governing law shall be the law of Germany with the exclusion of the international conflict of laws provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.5 Should any of the clauses of these General Terms and Conditions for Repair Contracts be wholly or partially invalid, the validity of the remaining clauses or parts thereof shall not be affected.