



TERMS AND CONDITIONS OF SALE AND MAINTENANCE OF EQUIPMENT AND ACCESSORIES

These are the terms and conditions of sale, delivery and maintenance of equipment and accessories of Carl Zeiss N.V.-S.A., a company under Belgian law, with its registered office at Ikaroslaan 49 1930 Zaventem, entered in the Brussels Register of Legal Persons under number RPR 0440 998 523 (hereafter called 'Carl Zeiss').

I. GENERAL PROVISIONS

1.1. These Terms and Conditions shall govern all legal relationships between Carl Zeiss and the Customer.

1.2. Proposals by Carl Zeiss shall not constitute a commitment. Statements made by representatives and the orders that are placed shall be valid only if accepted and confirmed by Carl Zeiss in writing.

1.3. An order or Maintenance Contract accepted or confirmed by Carl Zeiss may be cancelled by the Customer only after written approval by Carl Zeiss. Cancellation by the Customer without written approval by Carl Zeiss shall cause the Customer to owe, without prior notice of breach, fixed compensation equal to 10% of the contractual price (exclusive of VAT), subject to a minimum of €125, without prejudice to the entitlement of Carl Zeiss to complete compensation for damage inclusive of lost profit.

1.4. Changes and/or additions to orders or maintenance contracts shall bind Carl Zeiss only after and to the extent accepted and confirmed by Carl Zeiss in writing.

1.5. If these Terms and Conditions conflict with those of the Customer, the sales and maintenance conditions of Carl Zeiss shall take precedence.

1.6. If any provision of these Terms and Conditions is held to be null and void either in full or in part, this shall not affect the validity of the other provisions of the Terms and Conditions. The provisions contained in the Terms and Conditions shall be interpreted in a way that makes them valid and enforceable under the applicable law.

1.7. Derogations from these Terms and Conditions by Carl Zeiss in favour of the Customer shall never entitle the latter to seek subsequent recourse to such derogations or to invoke their application.

1.8. If Carl Zeiss derogates from certain clauses or sub-clauses of these Terms and Conditions, the other clauses and sub-clauses shall remain fully in force. The rights of Carl Zeiss shall not be impaired by any omission on its part to require strict compliance with the Terms and Conditions.

1.9. Any waiving of a right or an entitlement under these Terms and Conditions or concerning a failure by the other party may occur only by means of explicit written communication. The waiving of a right or an entitlement shall never be interpretable as the waiving of any other right, even if the two cases exhibit great similarity.

II. PAYMENT METHODS

2.1. Stated prices shall be net prices. All expenses, taxes and costs additional to or resulting from the sale shall be payable entirely by the Customer. Orders for the purchase of goods totalling less than EUR 100 (exclusive of VAT) shall be subject to a fixed administrative and postage charge of EUR 18 (exclusive of VAT).

2.2. Orders for the purchase of products totalling more than EUR 100,000 (exclusive of VAT) shall be subject to prepayment of half the price at the time of placing the

order. The other half of the price shall be payable on delivery/installation.

2.4. Invoices shall be payable on receipt and within 30 days of the invoice date by transfer to one of the bank accounts of Carl Zeiss without any discount, reduction, lien or set-off. Payments shall be deemed to have been made in Belgium.

2.5. Any amounts not received by due date shall automatically incur 10% interest without prior reminder. Additionally, the amount owed shall be increased by a fixed penalty equal to 15% of the outstanding amount, subject to a minimum of EUR 40 for administrative and other costs.

2.5. Non-payment by due date shall automatically invalidate any permitted payment terms without prior reminder and shall render amounts owed to Carl Zeiss immediately payable on demand. In such cases Carl Zeiss may cancel all outstanding orders without prejudice to any of its rights or receivables.

2.6. If the Customer fails to observe the law governing set-off, a set-off shall occur solely in accordance with a written acknowledgement of debt from Carl Zeiss or an irrevocable court decision.

2.7. Prices stated in offers and/or order confirmations shall be valid for 30 days, unless expressly otherwise stated or unless the prices of suppliers of Carl Zeiss are increased.

2.8. Carl Zeiss shall have the right to require prepayments or any kind of security. Carl Zeiss shall suspend performance of the agreement if they are not received.

2.9. Any amounts receivable by the Customer from Carl Zeiss for any reason shall accrue to the latter up to the sum of the amounts owed to it.

2.10. If payment is not made in accordance with the agreed conditions and if the Customer is bankrupt or insolvent, Carl Zeiss shall have the right - where applicable - immediately to repossess the delivered goods or to retain repaired goods until the date of full payment.

III. DELIVERY TIMES

3.1. Unless otherwise agreed in writing, all delivery times shall be stated as a guide only. Carl Zeiss can never be held accountable for delays caused by circumstances beyond its control, including but not confined to situations where the Customer deficiently performs its obligations under these Terms and Conditions or any other contract with Carl Zeiss or where a delay is caused by a supplier of Carl Zeiss.

3.2. Unless expressly otherwise agreed in writing, Carl Zeiss may have any part of the agreement performed by third parties at any time, in which case these Terms and Conditions shall also operate in the favour of those third parties.

3.3. Carl Zeiss reserves the right to suspend delivery in the event of the bankruptcy or insolvency of the Customer.

3.4. Any liability of Carl Zeiss for delayed delivery shall never exceed 5% of the value of the delayed goods, insofar as the Customer demonstrates that the damage totals at least that amount.

3.5. The Customer shall accept partial deliveries.

IV. SHIPMENT AND TRANSFER OF RISK

4.1. Unless expressly otherwise stipulated by Carl Zeiss, the shipment charges for the goods shall be payable by the Customer.

4.2. Unless expressly otherwise stipulated by Carl Zeiss, the goods shall be delivered directly or indirectly to the Customer.

4.3. Unless expressly otherwise stipulated by Carl Zeiss, the goods shall be shipped at the risk of the Customer.

4.4. Carl Zeiss reserves the right to determine the method and route of shipment. Where such occurs Carl Zeiss shall act in the name and for the account of the Customer without thereby incurring any kind of liability, subject to any applicable public order or mandatory laws, unless expressly otherwise stipulated by Carl Zeiss.

4.5. The risk shall transfer at the time that Carl Zeiss tenders the goods to the carrier. If the carrier does not take receipt of the goods, the goods shall be stored at a place designated by Carl Zeiss. The risk and liability attached to the goods shall then rest with the Customer.

4.6. If the goods exhibit visible defects due to shipment or if the delivered goods are inconsistent with the delivery note, the Customer shall not accept the delivery until after having the damage or inconsistency noted on bill of lading. The note shall be signed by the carrier. The same shall apply on reasonable suspicion of damage (e.g. if the packaging is damaged). Invisible damage caused by shipment shall be reported to the carrier in writing as soon as it is discovered. In both of the aforementioned cases the Customer shall inform Carl Zeiss in writing within five calendar days.

V. RESERVATION OF TITLE

5.1. The goods shall remain the property of Carl Zeiss until it has received all amounts owed for them (retention of title).

5.2. A Customer who is a reseller may avail of all the goods covered by the reservation of title for the purpose of its normal conduct of business, provided always that the solvency of the Customer is not in question.

5.3. A reseller shall inform Carl Zeiss of any kind of measure that impairs the rights of Carl Zeiss and shall assist Carl Zeiss in all steps to protect its rights.

5.4. The Customer shall keep the goods in perfect condition and shall keep them insured against all insurable risks (for the entire replacement value), with the proviso that Carl Zeiss shall expressly be named as beneficiary. Any receivables that the Customer shall sooner or later have with regard to goods covered by the aforementioned reservation of title shall be assigned by the Customer to Carl Zeiss automatically and unconditionally.

VI. ACCEPTANCE AND COMPLAINTS

6.1. The Customer shall pay for all inspections performed for the purpose of accepting the goods.

6.2. The Customer shall take receipt of the goods, even if impaired by defects (within the meaning of article 8.1) of minor significance. In return Carl Zeiss shall rectify free of charge such defects that existed at the time of delivery.

6.3. All complaints concerning the goods shall be made known by a registered letter that accurately describes the complaints and that must be sent within five calendar days of receipt or refusal of the goods. The date of posting (postmark) shall be the date of dispatch. After expiry of this term the goods shall irrefutably be deemed accepted.

6.4 Within eight days of dispatching the registered letter referred to in 6.3, the Customer shall send back at its expense and risk all goods that it did not accept. If Carl Zeiss takes possession of such goods this shall never be construed as its acknowledgement of the merits of the refusal to take receipt of the goods. Nor shall it be construed as any waiving by Carl Zeiss of its rights in relation to the Customer.

Complaints concerning invoices shall be made known in the same way and within the same period of time as for goods, in the absence of which the invoice shall irrefutably be deemed accepted.

VII. SPECIAL CONDITIONS FOR AFTER-SALES SERVICE

These conditions shall apply to all maintenance contracts ('Maintenance Contract') concluded with Carl Zeiss, without prejudice to other provisions made in these Terms and Conditions.

7.1. Invoicing and prices

7.1.1. Invoicing shall occur after signature of the Maintenance Contract for contract types B (medium) and C (premium) or after performance of the maintenance (contract type A – basic). In the case of renewal of contract types B or C, this shall occur within the first week of the first month of the new period. The invoicing of repairs shall occur after completion of the repair. If an order number of the Customer is required for invoicing, the Customer shall make the number known to Carl Zeiss in writing within five working days of completion of the repair.

7.1.2. The prices and charges payable shall be those stated in the prevailing price list for after-sales service.

7.1.3. The prices for any special cases not specifically stated in this price list shall be based on a specification of the work.

7.1.4. All duties and taxes payable on the prices shall be charged additionally from such time as they enter into force.

7.2. Procedures for Maintenance Contract

7.2.1. For any device outside the warranty period, Carl Zeiss reserves the right to make a prior inspection before concluding a Maintenance Contract to check whether the device is in good condition. If the device is found to be defective, even if in part only, it shall have to be repaired before the Maintenance Contract takes effect; the costs of hourly wages, travel and interchangeable parts shall be the subject of a separate invoice. If the device is found to be in good condition, the work shall be carried out and shall be regarded as an initial maintenance visit under the Maintenance Contract without separate invoicing. If the Customer possesses several devices, Carl Zeiss may always require that all devices of the same type must be covered simultaneously under the Maintenance Contract and/or that a certain device will be excluded from the Maintenance Contract if it can no longer be maintained in an economically responsible manner.

7.2.2. While on the premises of the Customer, Carl Zeiss employees shall always have unrestricted access to the devices concerned, in complete safety and under the responsibility of the Customer. Any breaks dictated by the service provisioning shall be charged to the Customer if they do not fall under the contractually agreed work. In the event of hindrances or delays not attributable to Carl Zeiss, the waiting times for Carl Zeiss employees shall be charged separately as services rendered outside the maintenance contract, based on the prevailing Carl Zeiss rates.

7.2.3. Carl Zeiss warrants the availability of replacement parts for all devices manufactured by Carl Zeiss for a period of eight years following the last production date of the device in question. In the case of IT equipment Carl Zeiss warrants the availability of replacement parts for three years following the last date of production of the device in question.

7.2.4. The Maintenance Contract shall be carried out on working days (Mondays to Fridays) between 08:30 and 17:00 hrs. Repairs under the Maintenance Contract shall always receive priority from Carl Zeiss and shall be carried out as soon as possible after it receives a request.

7.2.5. Carl Zeiss reserves the right to engage third parties to perform its work under Maintenance Contracts.

7.3. Work not covered by the Maintenance Contract

At the request of the Customer and insofar as accepted beforehand by Carl Zeiss, the following work, which is not included in the Maintenance Contract, shall be carried out and invoiced at the prevailing Carl Zeiss rates:

- changing of the device, and also addition or removal of peripherals or accessories not supplied by Carl Zeiss;
- changing of the place where the device is installed and resulting arrangements;
- solving of defects caused by:
 - ✓ inappropriate use, treatment or acts;
 - ✓ repairs performed by personnel not authorised by Carl Zeiss;
 - ✓ inappropriate production methods, consumables or ambient conditions;
 - ✓ influences exerted by third-party devices, a fault in external facilities required for the device, such as electricity, compressed air, air conditioning and water cooling;
 - ✓ force majeure, including but not confined to strikes, fires, floods, thunderstorms, lightning, attacks and natural disasters.

7.4. Term of maintenance contract

7.4.1. The Maintenance Contract shall have a term of at least 12 months.

7.4.2. Unless cancelled by one of the parties in writing at least one month prior to the expiry date, the contract shall automatically be renewed for 12 months at a time. A renewal may make allowance for any index adjustment or other complementary price alterations that shall be made known within the first month of the expiry date of the previous Maintenance Contract.

7.4.3. After expiry of the fifth year from the start of the contractual term, the Maintenance Contract may be renewed only by express mutual consent.

7.5. Work without a Maintenance Contract

7.5.1. Essential repairs requested outside the Maintenance Contract shall be carried out as normal within the shortest possible time after the request is received. This work shall take place on working days between 08:30 and 17:00 hrs, either at Carl Zeiss or at the place of use of the device.

7.5.2. This work shall be subject to the procedures set out in clauses 7.2.2 to 7.2.5. Carl Zeiss shall charge the Customer the entirety of costs for the work at the prevailing prices.

7.6. Miscellaneous

For each device Carl Zeiss reserves the right to refuse a Maintenance Contract or to propose to the Customer to increase the prevailing price prior to signature of the Maintenance Contract if Carl Zeiss considers the usage conditions or the environment of the device to be outside the norms (either because of a risk factor or because of the more extensive or more demanding nature of its usage, as in the case of a complex electronic system or particularly rough usage conditions).

7.7. Assignment

The subject of the services under the Maintenance Contract shall not be assignable without the prior written permission of Carl Zeiss. This Customer shall request such permission in writing from Carl Zeiss at least three months before the envisaged day of assignment.

7.8. Warranty on after-sales service

A warranty of three months shall be provided on repairs (hourly rate and transport costs). The goods shall be guaranteed against all defects in materials and manufacturing ('Defects') for a period of 12 months, with the exception of consumables.

7.9. Limitations

The warranty shall not cover Defects that result from normal wear and tear or from inappropriate use and Defects that occur after the goods have been altered or repaired by persons other than engineers and approved agents of Carl Zeiss. The warranty shall cover only goods

manufactured by Carl Zeiss. Other goods shall be covered only by the warranties of the manufacturers concerned in accordance with their own provisions.

VIII. WARRANTY

8.1. Scope of warranty

The goods shall be warranted against all defects in material or manufacturing ('Defects') except for consumables. All Defects reported during the warranty period shall be rectified by Carl Zeiss free of charge either by repairing the goods or by replacing them by goods that are not defective. The warranty period shall be suspended for the duration of the repair or replacement and shall recommence thereafter.

8.2. Limitations

The warranty shall not cover Defects that result from normal wear and tear or from inappropriate use and Defects that occur after the goods have been altered or repaired by persons other than engineers and approved agents of Carl Zeiss. The warranty shall cover only goods manufactured by Carl Zeiss. Other goods shall be covered only by the warranties of the manufacturers concerned in accordance with their own provisions.

8.3. Warranty period

The warranty period for new deliveries of goods shall be 12 calendar months. The warranty period shall start on the day of delivery of the goods.

8.4. Complaints

The warranty shall be invoked by sending Carl Zeiss an articulated registered letter immediately after the defect occurs.

8.5. Computer programs

Computer programs shall be warranted against all Defects that not insignificantly prevent their use. Moreover, computer programs shall be warranted for their compliance with the program descriptions made available to the Customer. However, this shall apply only insofar as they were installed in accordance with the instructions given by Carl Zeiss. Carl Zeiss cannot warrant that the computer programs will work in all combinations chosen by the Customer if those combinations are not included in the descriptions. If a Defect comes to light in the computer programs, Carl Zeiss shall inform the Customer of ways of rectifying the problem or shall carry out a repair or install an equivalent version. Carl Zeiss shall not accept any kind of liability and shall not provide any kind of warranty for programs, interfaces and similar that originate from other manufacturers. Carl Zeiss cannot be held responsible for the loss of data due to a repair.

8.5. Refurbished, demonstration and second-hand equipment

Unless otherwise agreed in writing, no warranty shall be given on deliveries of refurbished, demonstration or second-hand equipment.

IX. INTELLECTUAL PROPERTY

9.1. Carl Zeiss expressly reserves intellectual property rights, such as the rights attached to industrial, literary and artistic property ('Rights'), concerning its specifications, plans and other documents. They may not be disclosed to third parties under any circumstances whatsoever without the prior permission of Carl Zeiss.

9.2. Provided document shall be returned to Carl Zeiss if the contract is not established or on dissolution of contract under the provisions of clause 13.1. They may not be disclosed to third parties under any circumstances whatsoever without the prior written permission of Carl Zeiss.

9.3. Carl Zeiss shall defend the Customer in any dispute and shall reimburse the Customer for any compensation owed to third parties as a result of a dispute concerning the Rights attached to the goods, insofar as Carl Zeiss was immediately informed of the existence of such a dispute.

9.4. The liability of Carl Zeiss towards the Customer shall be limited, at the election of Carl Zeiss, to making the required modification to the goods, replacing them by equivalent goods or buying them back at the purchase price.

9.5. The Customer shall immediately inform Carl Zeiss by an articulated registered letter of any claim made by third parties concerning the Rights.

9.6. The Customer shall refrain from making any kind of change to the appearance of the goods that could give rise to the impression that the Customer or a third party is the manufacturer of the goods, shall refrain from removing markings affixed to the delivered goods and shall refrain from affixing to the goods any factory markings of the Customer or of a third party.

9.7. Carl Zeiss shall not accept any liability for rights enforceable by third parties with regard to goods manufactured in accordance with plans, designs and descriptions provided by the Customer.

X. RIGHTS ATTACHED TO COMPUTER PROGRAMS

10.1. Carl Zeiss shall grant the Customer a non-exclusive right to use the programs, additions to programs and accompanying documentation.

10.2. The Customer shall use the programs only for the delivered goods.

10.3. The granted rights may not be assigned to third parties without the prior written consent of Carl Zeiss. Moreover, the Customer shall refrain from copying any part of the programs, additions to programs and accompanying documentation, from making copies of copies and from reproducing them and from allowing their inspection by third parties.

XI. THIRD PARTY LIABILITY AND COMPENSATION FOR DAMAGE

11.1. Except for the liability provided for under these Terms and Conditions and subject to the application of mandatory or public order laws, the Customer shall not be able to claim any compensation from Carl Zeiss, on any ground whatsoever, in particular for errors (including serious misconduct) of a pre-contractual, contractual or criminal nature.

11.2. Unless otherwise stipulated in these Terms and Conditions, the liability of Carl Zeiss shall be limited in all instances to the invoiced amount.

11.3. Carl Zeiss shall not be liable for losses of or changes to data as a result of program errors and shall not be under obligation to restore lost or changed data.

XII. FORCE MAJEURE

12.1. If it is unable to meet its obligations towards the other party due to force majeure lasting more than 45 calendar days, Carl Zeiss shall have the right, at its election, to suspend performance of the agreement for not more than six months, or to consider the agreement fully or partly dissolved, without owing the Customer any compensation for damage, even if Carl Zeiss may derive any kind of benefit from the force majeure.

12.2. For the present purposes 'force majeure' shall mean any circumstance beyond the control of parties or any unforeseeable circumstance as a result of which the other party cannot reasonably be expected to fulfil the agreement.

XIII. DISSOLUTION

13.1. Parties recognise that the agreement shall automatically be dissolved in full or in part and without prior notice of breach and/or recourse to the courts in the event of the insolvency, declaration of bankruptcy or seizure of significant proportion of the assets or liquidation of the Customer. This stipulation shall also apply in the event of application of the Continuity of Enterprises Act, subject to observance of the mandatorily legal obligations.

13.2. Payment obligations that arose prior to the time of dissolution shall remain fully in force and shall be payable immediately on demand without prior notice of breach or recourse to the courts, subject to the mandatory legal obligations contained in the Continuity of Enterprises Act.

XIV. FORUM

14.1. The courts in the district of Leuven shall hold exclusive jurisdiction to hear any disputes that arise from the contractual relationship with Carl Zeiss (both sales and after-sales), including disputes regarding

application or interpretation of these Terms and Conditions.

14.2. Any disputes arising from the contractual relationship with Carl Zeiss (both sales and after-sales), including disputes regarding application or interpretation of these Terms and Conditions, shall be governed solely by the laws of Belgium.

XV. PROCESSING OF PERSONAL DATA

15.1. Personal data shall be processed in accordance with privacy regulations. The personal data that we obtain about you shall primarily be used for the purposes of the legal relationship that we maintain with you, in particular with regard to the sales or maintenance agreements that you have with Carl Zeiss. This information may also be used (i) to fulfil any service that you require, (ii) to market Carl Zeiss products and services and associated products and services, among other things through direct marketing notably for personalised marketing purposes, and subsequently (iii) to improve the way that we as a company serve you. This information shall not be disclosed to third parties outside the Carl Zeiss group, its branches or associated companies, agents, dealers or licensees and other enterprises with each Carl Zeiss has agreed service provisioning on your behalf and any acquirer, agent or substitute of the parties mentioned above. The information shall originally be processed and managed by Carl Zeiss N.V., Ikaroslaan 49, 1930 Zaventem, and may be forwarded to other countries, within or outside the European Union, where it may also be processed and stored. Subject to presentation of means of identification, you have the right as an individual to inquire about the information we have stored about you and to require corrections to it if necessary. To do this you must contact Carl Zeiss, Ikaroslaan 49, 1930 Brussels. Additionally, you may contact the Privacy Commission, Waterloolaan 115, 1000 Brussels.