



## Terms & Conditions for Investment Goods

The quotation to be created shall be based on the following terms and, additionally, the "General Purchasing Terms" of Carl Zeiss SMT GmbH which are available for download and printing at [http://www.zeiss.com/corporate/en\\_de/legal-information/company-information.html](http://www.zeiss.com/corporate/en_de/legal-information/company-information.html).

### Validity of the quotation

at least 6 months

### Prices

strictly net; cover page with summarized pricing of the individual items

Recommended spare parts and expendable parts are to be quoted.

Furthermore a service contract for the expected operating life of ten years should be offered.

### Terms of payment

For order volume up to 100,000.00 euros: 100% after Site Acceptance Test (SAT) at ZEISS

Order volume > 100,000.00 euros:

- 20% at the start of production, against an unlimited warranty in the aforesaid amount, free of charge for the purchaser, from a bank or credit insurer registered in the European Union and acceptable to the purchaser
- 60% after delivery to the destination
- 20% after SAT in accordance with the purchaser's procurement/requirement specifications

All payments net within 60 days.

### Invoice address

Carl Zeiss SMT GmbH  
c/o Carl Zeiss Shared Services sp. Z oo.  
Ul. Abpa A. Baraniaka 88E  
61-131 Poznan  
Poland

### Factory Acceptance Test (FAT)

at the supplier's factory

### Delivery conditions

DDP place of destination according to Incoterms 2010, insured up to place of installation, incl. transport and packaging

### Destination

Carl Zeiss SMT GmbH  
Rudolf-Eber-Strasse 2  
73447 Oberkochen  
Germany

### Place of installation at ZEISS

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### Site Acceptance Test (SAT)

at the purchaser's factory

### Warranty period

36 months after SAT

### Contractual penalty

A contractual penalty for delayed delivery has been agreed: it totals 0.5% of the purchase price for each commenced week of the delay up to a maximum of 5% of the purchase price.



### **Rights of using software**

Carl Zeiss SMT GmbH must be able to use all software products and documentation contained in the delivery package free of charge. The supplier shall transfer to the purchaser any source codes on delivery of the system.

### **Standard directives**

The regulations mentioned in the specification "Technical Delivery Terms" apply. The specification is available for download at

[www.zeiss.com/smt-technical-delivery](http://www.zeiss.com/smt-technical-delivery)

### **Commitment to maintain confidentiality**

The supplier undertakes to keep secret any business or trade secrets, for example technical data, product specifications, price lists, data on calculatory bases, and functional descriptions of the purchaser of which he gains knowledge during execution of the order, not to make them accessible to third parties and not to use them for any other purposes than the execution of this order.

### **Rights and inventions**

All results obtained by the supplier's employees during the execution of the order are the exclusive entitlement of the purchaser, who shall alone have the right to use the results and the rights to them. The supplier shall grant the purchaser an exclusive right, without any limitation in time, location or content, to use any proprietary results as the purchaser sees fit, in particular the right to copy, distribute, display and work on such proprietary results.

### **Change system (change requests)**

The following is agreed regarding changes, no matter what type of change is concerned:

The supplier shall be notified of any changes by the purchaser as fast as possible. The supplier shall check these changes for their feasibility and implement them after consultation with the purchaser.

Change suggestions by the supplier shall be developed by agreement with the purchaser and implemented after approval.

If the implementation of changes results in additional personnel or financial expenses, this must be clarified in advance. The purchaser shall be responsible for approval of the change application.

### **Reaction time**

Supplier's reaction time after delivery to the purchaser is:

The supplier will react within at least 24 hours (without Sunday) after notification of damage or breakdown, no matter what type of damage (warranty or not).

The typical working hours of supplier's service hotline are: 8 am till 8 pm on Monday till Friday as well as 8 am till 2 pm on Saturdays.