



TERMS AND CONDITIONS - SALE

Carl Zeiss Pty. Limited ACN 008 410 704

Tenancy Office 4/ Level 1, 40-52 Talavera Rd, North Ryde, 2113 NSW (+61 2 9020 1333)

1. DEFINITIONS

1.1 In these Terms and Conditions, unless the contrary intention appears, the following definitions will apply:

Agreement means all relevant parts of the agreement for the provision of Goods and/or Services between ZEISS and the Customer including (in the order of priority, in the event of any inconsistency):

- the Sale Particulars, invoices, order forms or other documents or statements describing the Goods and/or Services;
- these Terms and Conditions; and
- application for credit account.

ZEISS means Carl Zeiss Pty. Limited ACN 008 410 704.

Customer means the signatory to the Sale Particulars to which these ZEISS Terms and Conditions refer.

Goods means the goods or equipment supplied by ZEISS, as recorded on any Sale Particulars, invoices, order forms or any other document issued by ZEISS.

GST means GST as defined under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Intellectual Property Rights means all rights conferred under statute, common law, equity and includes (without limitation) copyright, trademarks, designs, scripts, patents, semi-conductor or circuit layout rights or other such proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or on or after the date of an agreement.

On Site is defined in clause 12.3(c).

Privacy Laws means all laws, regulations and guidelines relating to the handling of personal information including the *Privacy Act 1988 (Cth)* and the National Privacy Principles.

Purchase Price means the purchase price for the Goods and/or Services, as specified in the Sale Particulars.

Sale Particulars mean the sales particulars or quotations provided to the Customer setting out the Goods and/or Services, the Purchase Price and other relevant details.

Services means the provision of, or access to, proprietary IT platforms and databases supplied by ZEISS, as recorded on any Sale Particulars, invoices, order forms or any other document issued by ZEISS.

Software means the software required to be used in conjunction with the Goods.

Specified Interest Rate means the interest rate quoted by Westpac Banking Corporation as its base lending rate from time to time plus a margin of 4%.

1.2 In these Terms and Conditions, unless the context otherwise requires:

- headings will be ignored in construing these Terms and Conditions; and
- references to statutes include all statutes amending, consolidating or replacing such statutes.

2. SCOPE OF AGREEMENT

2.1 Any delivery of goods and services by ZEISS as the seller to the customer ("Customer") shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. The Customer's general terms and conditions that are inconsistent with the Terms and Conditions set forth herein shall only be applicable to the extent ZEISS has explicit approved in writing.

2.2 ZEISS quotations are not binding upon ZEISS and orders become binding on ZEISS only after ZEISS has provided the Customer with written acknowledgement. In any event, ZEISS quotations will be valid for 30 days after the date of that quotation.

2.3 Acceptance of a Customer's order is conditional upon the Customer providing ZEISS with a credit application approved by ZEISS at the sole discretion of ZEISS.

2.4 If any term condition or provision of the Agreement is found to be invalid, or unenforceable to any extent, the Parties will endeavour in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

3. TERMINATION

(a) ZEISS, may immediately terminate this Agreement if the Customer:

- commits or allows to be committed any material breach of its obligations under this Agreement;
- becomes bankrupt, is ordered to wind up or passes into liquidation or administration;
- ceases to carry on business or a substantial part thereof, has a receiver or manager or administrator appointed, or generally becomes unable to pay its debts as they fall due; or
- if the Customer has not remedied any default within 14 days of a notice requiring it to do so.

(b) If this Agreement is terminated in accordance with this clause 3, the Customer:

- must pay ZEISS all amounts owing to ZEISS up to the date of termination of this Agreement, including any reasonable costs incurred by ZEISS as a result of the termination of this Agreement (including third party cancellation fees and administrative costs).

4. PURCHASE PRICE AND TERMS OF PAYMENT

4.1 ZEISS will invoice the Purchase Price and any expenses (estimates of which will be provided upfront) to the Customer in accordance with this Agreement.

4.2 Purchase Price is provided in Australian dollars exclusive of GST.

4.3 Regardless of any other provision in this Agreement, if GST is imposed on any Goods or Services supplied to the Customer under this Agreement, the amount which the Customer must pay for that supply is increased by the amount of that GST.

4.4 Where a variation in an existing or new government tax, duty or charge affects the cost of goods or services, ZEISS may vary the price accordingly from the date of the government impost and the Customer must pay that additional amount.

4.5 Unless otherwise agreed, the Customer will make payment within 30 days of the date of the invoice.

4.6 Deductions (e.g. taxes, fees) are not permitted.

For purposes of determining its timeliness, a payment is deemed to be made on the day that payment is credited to ZEISS' bank account, or, in the case of cheques and drafts, on the day they are paid, and when ZEISS is able to dispose freely of the invoiced amount and there is no reservation for repayment.

4.7 ZEISS may charge interest on any outstanding amounts of the Purchase Price from the due date at the Specified Interest Rate, such interest shall accrue daily.

4.8 Any of ZEISS' receivables shall be immediately payable in the event of a default in payment or suspension of the Customer's payments, independent of payments already accepted. In any of these aforementioned cases, ZEISS shall also be able to perform remaining deliveries only against advance payment or provision of security, and, if no such advance payment is made or security provided within a two-week time period, to cancel the contract without fixing another extension term. This shall not affect any further claims.

4.9 ZEISS may set off any claims it has against the Customer against claims for payment which the Customer may have against ZEISS under this Agreement.

5. DELIVERY AND INSTALLATION

5.1 ZEISS' compliance with the time of delivery presumes the following preconditions:

- the timely receipt of all information necessary for delivery be supplied by the Customer;
- the granting of all necessary permits and releases; and
- the Customer's performance of all of the Customer's obligations under this Agreement.

If these preconditions are not met in a timely manner, ZEISS may extend the time of delivery. ZEISS will inform the customer if it extends the time of delivery. The time of delivery is deemed to have been complied with when the Goods are delivered to the Customer site specified when the order was placed.

5.2 If the Customer causes a significant interruption or delay of ZEISS' contractual performance, ZEISS may charge the Customer for any reasonable costs ZEISS incurs as a result of the interruption or delay, and the customer agrees to pay these costs.

5.3 If ZEISS is unable to fulfil the time of delivery because of unforeseeable events beyond its control, including, without limitation, strikes, lockouts, mobilization, war, insurrections, terrorism, changes in law, acts of government, business interruption or transportation difficulties, ZEISS may extend the time of delivery appropriately. ZEISS will inform the customer if it extends the time of delivery.

5.4 Delivery may be made in partial shipments.

5.5 Unless otherwise agreed, ZEISS will determine the route and mode of transportation.

5.6 If the dispatch, collection or delivery is delayed or becomes impossible for reasons beyond ZEISS' control, ZEISS will notify the Customer.

5.7 Any costs associated with preparing a site for installation or associated with varying a site in order to limit the effect of extraneous elements on the Goods will be borne by the customer.

6. OBVIOUS DEFECTS, DAMAGE OR SHORTAGES IN DELIVERY

6.1 Obvious shipping defects, incorrect shipments and shortages of Goods must be reported in writing to ZEISS within 5 days of receipt of the Goods by the customer.

6.2 If delivered by carrier, the Customer must accept products with externally visible damage or loss caused by transport if such damage or loss is noted on the freight documents and such note is countersigned by the carrier. This also applies when internal or latent damage or loss can be assumed on the basis of the external condition of the shipment (e.g. damaged packing). Damage or loss caused by transport which is not externally visible must be reported to the carrier immediately after discovery. In both cases the Customer must notify ZEISS immediately in writing within 5 days of receipt of the Goods.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer must:

- allow ZEISS' personnel reasonable access to the site(s) for the purpose of installing the Goods where required;
- keep the site(s) and/or its staff for the purpose of installing the Goods available at all times in a manner which ensures disruption-free operation;
- promptly provide all decisions, materials, support staff and any information reasonably required by ZEISS to assist in installing the Goods, including providing detailed specifications of the requirements in writing, responding to questions without delay, performing intermediate tests and tests of work results;
- provide adequate power, water and other utilities;
- inform ZEISS of any special safety and factory regulations and particular sources of danger that ZEISS may encounter at the Customer's site;
- obtain all necessary consents for ZEISS to use, modify and reproduce the Customer's materials for the purpose of installing the Goods; and
- authorise ZEISS to enter any premises:
 - upon which the Goods are stored to enable ZEISS:
 - to inspect the Goods; and/or
 - if the Customer has breached this Agreement, to reclaim possession of the Goods; and
 - upon which the Customer's records pertaining to the purchase of the Goods are held, to inspect and copy those records.

8. RETENTION OF TITLE

8.1 Title in the Goods does not pass to the Customer:

- until the Purchase Price for those Goods owing by the Customer to ZEISS, has been paid. The Customer in the meantime takes custody of the Goods and retains them as the fiduciary agent and bailee of ZEISS; or
- for prepaid Goods, until ZEISS invoices the Customer for those Goods.

8.2 Until the Purchase Price has been paid in full:

- the Customer may sell the Goods, in the ordinary course of its business, but only as fiduciary agent of ZEISS. Any right to bind ZEISS to any liability to a third party by contract or otherwise is expressly negated;
- the Customer agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the Goods.

8.3 If the Purchase Price for all Goods sold by ZEISS to the Customer is greater than the sum of:

- the proceeds actually received by ZEISS in respect of all dealings by the Customer with the Goods; and
 - all other payments received by ZEISS in respect of the Goods;
- the difference remains a debt owing by the Customer to ZEISS.

8.4 ZEISS's title in the Goods is not affected by the fact that the Goods become fixtures attached to the Customer's premises or a third party, and if ZEISS enters those premises for the purpose of reclaiming possession of the Goods, and incurs any liability to any person in connection with the entry or reclamation, the Customer indemnifies ZEISS against that liability.

9. SOFTWARE RIGHTS

- 9.1 Software programs will fully remain the property of ZEISS. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by ZEISS, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety purposes.
- 9.2 The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended. For programs and documentation created and delivered at the Customer's request, ZEISS shall grant that Customer single end user licences for non-exclusive non-assignable exploitation.
- 9.3 Typically, no source programs are provided. This shall require a special written agreement in each particular case.

10. RISK

- 10.1 The risk of loss or damage to the Goods passes to the Customer upon receipt of the goods at the Customer's site as specified by the Customer at the time of order.
- 10.2 In the event ZEISS stores the Customer's Goods for any reason, such storage will be at the Customer's sole risk. Upon such storage, ZEISS' contractual obligation to deliver is deemed fulfilled.

11. ACCEPTANCE TESTS

- 11.1 Where the Customer requires an acceptance test, the test will be conducted in accordance with the user manual for the Goods and the Customer bears the costs of the tests.
- 11.2 Where an acceptance test is required, the Customer must, within 5 business days of the installation of the Goods and acting reasonably:
- (a) accept the Goods by notifying ZEISS of the acceptance or by signing the 'Instrument Installed Base Form' which will be provided to the Customer upon installation; or
- (b) reject the Goods, in which case the Customer must notify ZEISS of the reasons for rejection.
- Acceptance will be deemed to have occurred after 5 business days of the installation date, unless the Customer specifies otherwise during this time.
- 11.3 If the Goods fail an acceptance test, the Customer may:
- (a) ask ZEISS to fix the Goods so that they meet the acceptance test at no additional charge; or
- (b) accept the Goods on the condition that ZEISS sets a timeframe to fix the fault.
- 11.4 If the Customer does not attend the test in spite of timely notice, acceptance will be deemed to occur upon completion of testing by ZEISS.
- 11.5 Acceptance may not be refused because of minor defects.
- 11.6 Spectacle lens warranties – refer to Schedule 1.

12. WARRANTY

- 12.1 The Customer acknowledges that:
- (a) ZEISS has not made any representations, warranties or undertakings or provided any guarantees about the condition or quality of the Goods or Services, their suitability or fitness for purpose, or their safety except those imposed by legislation (to the extent to which they apply and cannot be excluded);
- (b) it must at all times cooperate with ZEISS in respect of ZEISS providing the Goods and Services.
- 12.2 All warranties or guarantees, including in relation to acceptable quality or fitness for a special purpose, other than those expressly stated in this Agreement are excluded to the extent permitted by law.
- 12.3 In relation to the Goods only:
- (a) ZEISS warrants that the Goods are free from defects in material and workmanship for a period of 12 months which commences:
- (i) on the date the risk of loss passes to you; or
- (ii) if this Agreement provides for an acceptance test, on the date of the acceptance test.
- (b) If the Customer reports any defects to ZEISS, ZEISS will, at its sole discretion, either replace or repair the Goods free of charge provided the Customer has complied with its obligations under this Agreement.
- (c) ZEISS decides whether defects will be repaired at the facility where the Goods are used (**On Site**), or at its outlet.
- (d) Costs associated with shipping the Goods to a facility or outlet designated by ZEISS for repair will be the responsibility of ZEISS.
- (e) ZEISS will only bear the costs of workmanship and material arising out of the repair of the Goods or the cost of the replacement Goods, during the warranty period.
- 12.4 In relation to the Software only:
- (a) ZEISS warrants that the Software corresponds to its program specifications, provided it has been installed in accordance with ZEISS' instructions.
- (b) ZEISS will remedy defects which substantially impair the use of the Software in accordance with this Agreement, at its sole discretion and option, depending on the extent of the defect, either by installation of an improved version of the Software or by advice on how to eliminate such defects or to avoid their effects.
- (c) Only defects which can be reproduced at any time are considered to be defects covered by this warranty.
- (d) ZEISS does not warrant that the Software will function without error in each configuration selected by the Customer, unless such configuration has been specified by ZEISS.
- 12.5 These warranties do not apply:
- (a) to defects resulting from normal wear and tear, negligence, willful misconduct, mishandling, improper use or damage caused by unforeseen events;
- (b) where the Goods or Services are modified, maintained or repaired by any person not authorised by ZEISS; and
- (c) to faults or defects caused by unauthorized third parties, including work done by unauthorized service or repair agents.
- 12.6 To the extent permitted by law, ZEISS is not liable nor does it provide any warranties for Software, interfaces and other Goods produced by other manufacturers and supplied by ZEISS.
- 12.7 Where the Purchase Price is less than \$40,000 or the Goods or Services are of a kind ordinarily acquired for personal, domestic or household use, the following applies.
- (a) These warranties are provided in addition to other rights and remedies that are available at law.
- (b) ZEISS' Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 12.8 Spectacle lens warranties – refer to Schedule 1.

13. MAKING A WARRANTY CLAIM

- 13.1 If a defect appears within the warranty period, the Customer must notify ZEISS of the defect immediately after it has been discovered and do everything in their power to mitigate any damage caused by a defect.
- 13.2 In order to make a warranty claim Customers must send to ZEISS in writing or via our Service Hotline (1 300 367 244) the following information:
- (a) the name and address of the Customer;
- (b) details of the product purchased by the Customer;
- (c) the date the product was purchased by the Customer; the place the product was purchased by the Customer; and
- (d) the nature of the product's defect.
- 13.3 The above information should be accompanied with the receipt or proof of purchase of the product and sent to PO Box 501 North Ryde NSW 2113.
- 13.4 Refurbished parts may be used to repair the goods.
- 13.5 If the Goods are capable of retaining user generated data, repair of the Goods may result in loss of the data.

14. LIABILITY, INDEMNITY AND EXCLUSIONS

- 14.1 To the extent permitted by law, the aggregate liability of ZEISS in connection with this Agreement is limited, at the option of ZEISS, to:
- (a) in the case of the Goods:
- (i) replacement, repair or resupply of the Goods with ZEISS goods; or
- (ii) the cost of replacing, repairing or acquiring equivalent Goods; and
- (b) in the case of the Services:
- (i) supplying the Services again; or
- (ii) paying the cost of having the Services supplied again,
- but in any event, will not exceed the Purchase Price paid by the Customer under this Agreement.
- 14.2 To the extent permitted by law, in no event shall ZEISS be liable for:
- (a) any incidental or consequential damages, loss of profits, loss of data or any other indirect damages, even if ZEISS has been informed of the possibility thereof;
- (b) any costs or expenses for the procurement of substitute equipment or services;
- (c) supply and maintenance of any goods, services or materials outside the Agreement;
- (d) the preparation of, or additional charges for site facilities or ongoing provisioning of those facilities with respect to but not limited to mains power, security or air-conditioning;
- (e) maintenance of faults caused by willful damage to and/or improper use of Goods;
- (f) the provision of consumable items;
- (g) the failure of equipment not covered under the Agreement;
- (h) equipment faults or damage existing prior to the commencement date;
- (i) damage to Goods or its software configuration by the connection of other equipment without the approval of ZEISS; and
- (j) damage caused by unforeseen events.
- 14.3 The Customer indemnifies ZEISS against all claims, losses, liabilities, legal costs (on a solicitor and own client or full indemnity basis, whichever is the greater) and other costs and expenses incurred by ZEISS arising directly or indirectly as a result of or in connection with:
- (a) a breach or non-performance of any of the obligations or warranties of the Customer under this Agreement whether express or implied;
- (b) the Customer's use of the Goods
15. **PRIVACY**
- 15.1 ZEISS shall be entitled to process personal data of the Customer and to transfer personal data to affiliated companies of the ZEISS Group to the extent this is necessary for the execution of the Sale Particulars or provided that the Customer has acknowledged the processing and transfer of personal data. 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 ZEISS using these Terms and Conditions and will be handled in accordance with the applicable data protection laws and regulations.
- 15.2 ZEISS agrees to comply with the Privacy Laws.

16. INTELLECTUAL PROPERTY

- 16.1 The parties agree that the ownership of the Intellectual Property Rights existing at the date of this Agreement will not be altered, transferred or assigned.

17. GOVERNING LAW

- 17.1 This Agreement is governed by the laws of New South Wales, Australia.
- 17.2 ZEISS and the Customer agree that the courts of New South Wales have jurisdiction to hear any action in respect of, or arising out of, the Agreement and hereby submit themselves to the jurisdiction of those courts. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.

18. GENERAL

- 18.1 Nothing in this Agreement will be taken as giving rise to a relationship of employment, agency or partnership.
- 18.2 ZEISS may, in its sole discretion, sub-contract the performance of any part of the Agreement to any third party provided that it informs the Customer thereof in writing. In the event that ZEISS subcontracts with another party to perform any of its obligations under this Agreement, ZEISS is bound by and will observe its obligations under the confidentiality and privacy clause in its dealings with the subcontractor. No subcontractor will have any rights under this Agreement against the Customer or be entitled to receive any payment from the Customer.
- 18.3 Any term or provision of this Agreement will not be waived or varied in any circumstances unless expressly agreed in writing between ZEISS and the Customer.
- 18.4 The Customer must not transfer or assign its rights and obligations under this Agreement without ZEISS' prior consent.

Schedule 1

Spectacle Lens Terms and Conditions

1. Lens Wearer Warranty

- 1.1 The following warranties are provided.
- (a) Progressive Lenses
- (i) (including those dispensed using the ZEISS Adaption Control Technology Application), OfficeLens, Enhanced Single Vision and Digital Lens for the following:
- (A) Non-adaption to lens design
- (B) Pupil distance adjustment
- (C) Fitting height adjustment
- (D) Rx alteration
- (ii) Replacement lenses will be invoiced and credit will only be issued for lenses of equal or less price. Replacement lenses must be a product in either the ZEISS or synchrony portfolio.
- (iii) Period: 90 days
- (iv) Exclusions: Bifocals, Single Vision, MyoVision
- (b) Coating, Treatments & Tints
- (i) Coatings, treatments and tints carry a warranty against manufacturing defects such as crazing, cracking, discoloration, delamination or peeling. Damage caused due to improper use, mishandling which leads to scratches, delamination, etc. are not covered as manufacturing defects.
- (ii) Period: 24 months
- (iii) Exclusions: Medical Tints
- (c) Grind/Rx Warranty
- Grind/Rx lenses are warranted for 90 days following the original invoice date. All claims are subject to ZEISS quality inspection. Original lenses must be returned to ZEISS for credit within 30 days of the replacement invoice with the credit claim form clearly stating the original invoice/job docket number and reference.
- (d) 1.60 & 1.67 Warranty
- (i) All 1.60 & 1.67 index lenses supplied and fitted by are covered against chipping, cracking and breakage due to a manufacturing or fitting defect. Damage caused by improper use, mishandling or poor care are not covered as manufacturing defects. Original job (frame and lenses) must be returned to ZEISS for credit within 30 days of the replacement with the credit claim form clearly stating the original invoice/job docket number and reference.
- (ii) All indices other than 1.60 and 1.67 are fitted into Nylon and Rimless frames at own risk.
- (iii) Period: 24 months from date of invoice
- (iv) Exclusions: 1.50, 1.53, 1.56, 1.59 & 1.74 index lenses. Metal/Shell frames
- (e) PhotoFusion, Transitions, and Tinted lenses Wearer Guarantee
- (i) If a wearer is not satisfied with the performance of PhotoFusion, Transitions or tinted lenses they are entitled to exchange them for a clear pair with the same original order details (Rx, material). Credit to be issued on the remade pair.
- (ii) Period: 30 days from date of invoice
- (f) i.Scription® Technology
- (i) Non-adaption due to i.Scription Rx is covered for remake regardless of lens type. This warranty covers any ZEISS product with i.Scription. A one-time remake is provided. Credit is given on the lesser priced pair.
- (ii) Period: 90 days from date of invoice
- (iii) Exclusions: Lenses without i.Scription
- 1.2 Specialty Products
- All specialty lens orders such as fresnell prism, medical tints, and non-listed products are not subject to return or credit.
- 1.3 Discontinued Products
- (a) Remake for both lenses is complimentary for the equivalent design/product (as determined by ZEISS) if product is under warranty. Remake will be as per original job details (Rx, material, treatment, etc.) All remakes outside of the warranty period are at the discretion of the relevant ZEISS Business Development Representative.
- (b) Period: Up to 24 months following product discontinuation date.

2. Patients Own Frames

- 2.1 Frames found to be faulty require replacement under frame/supplier manufacturer warranty. You will be contacted by ZEISS when a replacement frame is required.
- 2.2 New frames damaged by ZEISS will be repaired or if required, replaced at wholesale cost only on presentation of the original frame invoice. Damaged frames must be returned to ZEISS in the same way they were received.
- 2.3 Frames supplied by the patient (new or used) are processed at own risk.

3. Finished Single Vision

- 3.1 Any unused lenses returned in the original packaging that are in saleable condition and remain a current product can be returned for credit. An inspection and re-stocking fee of \$1.00 per lens applies.
- 3.2 Period: 90 days from date of invoice
- 3.3 Exclusions: Bulk orders, stocking orders

4. Cancelled Orders or Orders requiring Amendments

- 4.1 Grind Rx lens orders can be cancelled/amended if advised within 30 minutes of receipt of order at no additional cost. Orders amended or cancelled after 30 minutes will be charged at full cost.

5. Lindberg Frames

- 5.1 As required by the frame manufacturer, Lindberg frames will only be fitted with 1.60 and 1.67 (Clear, PhotoFusion, Transitions or Polarised) material.
- 5.2 Lindberg frames fitted or mounted by ZEISS are covered by the standard lens and rimless fitting warranty. Lenses ordered as Remote Edge and Drill are covered by the standard ZEISS lens warranty. Lens fitting/mounting outside of ZEISS fitting labs is not covered by the ZEISS warranty. All remote Edge and Drill are subject to the following:
- (a) Only shapes, models and/or sizes for which ZEISS have authentic Lindberg formers can be processed.
- (b) Discontinued shapes, models and/or sizes for which ZEISS does not have authentic formers cannot be processed as Remote Edge and Drill. These need to be sent to ZEISS and custom-made former charges will apply.

6. Credit Claim Policy and Quality Control Standards

- 6.1 Original lenses must be returned to ZEISS for credit within 30 days of the replacement lens being invoiced. Lenses and credit claim form must clearly state the original and replacement invoice/job docket number and reason for credit/return.
- 6.2 All claims are subject to inspection by ZEISS Quality Control and is for one claim against the original set of lenses only. Changes in lens material, treatments or errors during the dispensing or ordering of the lenses are not covered by this warranty. Credit will not be granted if replacement lens is another manufacturer's product.
- 6.3 All credits are assessed to the following standards:
- 6.4 (a) Mounted spectacle lenses AS/NZS ISO 21987:2011
- (b) Finished Uncut spectacle lenses AS/NZS ISO 8980-1 & 2:2011
- (c) Transmittance requirements is AS/NZS ISO 8980-3:2015