Haag-Streit UK Slit Lamp 10 Year Maintenance Contract Terms and Conditions

The Service

Under these Slit Lamp 10 Year Maintenance Contract Terms and Conditions (the "Agreement"), Haag-Streit UK Ltd (the "Company") provides Preventive and Corrective Maintenance for the slit lamp, (the "Equipment" meaning only the slit lamp itself as is specified in the order and contract letter and excluding any accessories such as tonometers, imaging modules, fundus modules, flash units, instrument tables, USB cables, consumables, personalized data, customized software, etc.) exclusively under the selected service option and for the customer identified in the order and contract letter (the "Customer"). The scope of "Preventive Maintenance" and "Corrective Maintenance" is described below, subject to the limitations of this Agreement.

This agreement includes both Preventative and Corrective Maintenance, and includes both parts and labour and one annual service visit.

Preventative Maintenance

Preventive Maintenance shall provide for routine care and attention necessary to maintain efficiently operating Equipment, including a scheduled annual visit ("Annual Preventative Maintenance visit").

Preventative Maintenance will be based on the needs of the Equipment, in line with the manufacturer's recommendations. Preventative maintenance will be provided between the hours of 0900 and 1700 Monday to Friday excluding Public and Bank Holidays. The Company will provide at least one working days' notice prior to a visit.

Corrective Maintenance

Corrective Maintenance shall be provided for the repair of fault that from time to time cause the Equipment to malfunction.

On receipt of a fault report notified to the Company's Service Centre (email contact: service.uk@haag-streit.com, telephone 01279-414969), the Company will make all reasonable endeavours to ensure an engineer visit on a priority basis. Corrective Maintenance will be provided between the hours of 09.00 and 17.00 Monday to Friday excluding Public and Bank Holidays. Where the Customer chooses, Corrective Maintenance can be provided outside these hours, subject to a charge equal to 150% of the prevailing hourly rate for the period in which the maintenance is performed.

Upon arrival at the Customer's premises, the engineer will provide fault diagnosis and, where reasonably possible, repair the Equipment. Subject to Customer consent, the engineer will continue working until the reported faults have been corrected.

The Company will maintain the Equipment in good working condition, repairing or replacing defective parts on slit lamps only as necessary.

During the Agreement period, the Company may require, upon 90 days' written notice, the removal of any item of Equipment within this Agreement from the Corrective Maintenance service, provided that the Company can reasonably demonstrate that the item can no longer be effectively maintained due to excessive wear and tear or the lack of availability of spare parts.

Parts removed and replaced shall become the property of the Company.

Customer Obligations

The Customer shall:
Report all faults promptly to the Service Centre (email contact:service.uk@haag-streit.com, telephone 01279 414969).

Provide the Company's engineer full and free access and facilities for the purpose of performing both Preventative and Corrective Maintenance.

Make available any items of consumable material that may be reasonably requested to perform diagnostic tests.

Take all reasonable precautions to protect the health and safety of personnel provided by the Company under the Agreement, including ensuring the presence of a representative of the Customer in the area where the Equipment is operating during the performance of the service.

Ensure that the Equipment is cared for and operated property by trained personnel and in accordance with the manufacturer's recommendations.

Adequately insure the Equipment to cover risks which are not the Company's responsibility.

Register the Equipment with the Company as required under "Registration".

Agreement Period

This Agreement becomes effective when the Customer communicates acceptance of these Terms and Conditions—whether by submitting an order, making payment, or by any other means indicating agreement—and the Company confirms acceptance in writing (including by email). No signature is required for the Agreement to be valid and binding.

The Company shall provide its services for a period of 10-years from the date the Equipment is delivered.

The Company may terminate the Agreement, and its services, on immediate notice to the Customer in the event that the Customer does not make any payment by the due date.

Either the Customer or the Company may terminate the Agreement, and the Company's services, by written notice to the other in the event that the other materially breaches its obligations in these terms and conditions and does not rectify the breach within 14 days of written notice to do so, or if it ceases business or enters into or suffers any step relating to bankruptcy, insolvency, winding up, administration, receivership or any arrangements with creditors.

On termination or expiry of the Agreement Period, the Customer and the Company's accrued rights shall not be affected, and any terms which explicitly or by implication have effect after termination shall continue in full force and effect.

Charges

The slit lamp 10 Year Maintenance contract shall be invoiced immediately

©HAAG-STREIT UK 2026
E & OE. ISSUE 4/20th November 2026

and will be due for payment within 30 days of the invoice date.

All charges agreed in advance (which are shown in the schedule) are fixed for the Agreement Period.

All charges and fees payable under this Agreement (including any amounts paid in advance) are non-refundable and no credit shall be given, except to the extent required by applicable law or where this Agreement is lawfully terminated by the Customer as a result of the Company's material breach. In such case, only the portion of the fee corresponding to the remaining term of the Agreement shall be refunded.

The charges shall be subject to the addition of VAT, at the prevailing rate.

The Company reserves the right to make a charge for waiting time or a frustrated visit (a frustrated visit is deemed to be when an engineer is refused access despite have a pre-arranged appointment). The charge will be for the number of hours lost as a result of the waiting time or a frustrated visit at the prevailing hourly rate (charges will include both travel and labour).

All payments by the Customer must be made on or before the due date without deduction or without limiting any of the Company's rights of the Company, if the Customer does not make payment due to the Company by the due date for payment, the Company may charge interest on the overdue amount at the rate of 2 per cent per annum above Barclays Bank's then current base rate accruing on a daily basis from the due date until the date of actually payment of the overdue amount, whether before or after judgment. The Company may additionally, and without liability, suspend any or all of its services until payment has been made.

Limitations of Service

If, during the term of this Agreement, ownership of the Haag-Streit Equipment covered by this Agreement is transferred to a third party, the Customer may request that this Agreement is transferred to the new owner, provided that the Company consents in writing. The Company is under no obligation to consent to any such transfer. No refund or credit will be given for any fees already paid under this Agreement; any arrangements regarding apportionment or reimbursement between the Customer and the new owner are solely a matter between them. The £250.00 + VAT administration fee payable for any transfer approved by the Company is non-refundable. This transfer option applies only where the Equipment remains in UK mainland. Transfer to non UK mainland is subject to separate quotation.

Limitations of Service

The following exclusions apply to the performance of the Service:

Corrective Maintenance and repairs that are required as a consequence of neglect by the Customer, or breach by the Customer of the requirements of these terms and conditions, accident, failure of air conditioning, failure of electrical supply, lightning strike, sabotage, fire, flood or any causes other than fair wear and tear.

Corrective Maintenance and repairs as a consequence of unauthorised attempts by persons, other than the Company's personnel, to repair, maintain, modify or relocate the Equipment.

Supply of consumables, including but not limited to; lamps, bulbs, and cosmetic finishing of the Equipment.

The Company will make good any defects in its work, or in any replacement parts supplied, which are notified by the Customer in writing within 14 days of the work or, if later, 14 days of the date the Customer should have become aware of the defect. This obligation extends only to defects caused by the acts or omissions of the Company or its agents in the performance of the Company's obligations.

Limitation of Liability

Nothing in these terms and conditions limits or exclude the Company's liability for fraud, death or personal injury caused by its negligence or any other liability which cannot be excluded by law.

Subject as above;
The Company shall, under no circumstances, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit of any indirect or consequential loss arising under or in connection with its services;

The Company's total liability to the Customer in respect of all other losses arising under or in connection with its services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount payable paid for the services.

Except as set out in these terms and conditions, all warranties, conditions and other terms implied on the part of the Company by the statue or common law are excluded.

Other Terms

The Company and the Customer shall take all reasonable precautions to ensure that its employees shall maintain confidentiality in any information or trade secrets of the other, its business or its clients of which they may become aware.

The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Agreement as a result of any event beyond the reasonable control of the Company including, but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, inability to obtain parts, fire, flood, storm or default of suppliers or subcontractors.

These terms and conditions contain entire Agreement between the Company and the Customer and exclude all previous or alternative terms and, except in the case of fraud, exclude any statement or representation made by the Company.

The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations.

Any notice required to be given to the Company shall be given by letter to the Company's registered address (attention:

©HAAG-STREIT UK 2026
E & OE. ISSUE 4/20th November 2026

Service Manager). Any notice required to be given to the Customer shall be given in writing by letter, fax or email to the address and/or number for the Customer contained in the Company's records.

If a court, or any other competent authority, finds that any provision of these terms and conditions is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the terms and conditions shall not be affected.

The Company's General Terms and Conditions apply in addition to this Agreement and are available at https://hs-uk.co/TermsandConditions.

Except as set out in these terms and conditions, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by the Company.

These terms and conditions shall be governed by the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Haag-Streit UK Limited is a company incorporated in England and Wales, Companies House number 02407950.

The Company's registered office is at Unit C, Woodside Industrial Estate, Dunmow Road, Bishop's Stortford, Hertfordshire, CM23 5RG. Correspondence (including any complaints or requests for information) may be sent to the Company's registered office (attention: Service Manager) or by email to service.uk@haag-streit.com. The Company may be contacted by telephone on 01279 414969. The Company's VAT number is 638194612.

Exclusions

The Slit lamp 10-year Maintenance Contract extends only to the slit lamp only and excludes any accessories such as tonometer's, imaging modules, fundus modules, flash units, instrument tables, USB cables, consumables, personalized data, customized software, etc.

The slit lamp 10-year maintenance contract extends only to slit lamps manufactured after July 2018 and having been registered as below:

Registration

The Customer shall:
Register the slit lamp with Haag-Streit online at https://registration.haag-streit.com at the time of installation.

©HAAG-STREIT UK 2026
E & OE. ISSUE 4/20th November 2026