



I. General Information - Scope of Application

These Service Terms and Conditions apply to all installation, maintenance, repair and other service work that we provide on goods supplied by us ("service work") to the customer ("Customer"), unless different contractual terms have been explicitly agreed in writing.

Our Service Terms and Conditions apply exclusively. We do not recognize terms of Customer that are contrary or that deviate from our Service Terms and Conditions unless we have confirmed their validity in writing.

These Service Terms and Conditions apply only to Business-to-Business transactions.

II. Service Locations

We maintain several service locations worldwide and always try to find the fastest and most cost-effective solution for the customer.

III. Order Acceptance – Execution

1. Our offers for performance of service work are non-binding. Offers which already contain defined service personnel and / or defined service dates are valid for 14 calendar days. If no order is placed during this period, the offer can subsequently no longer be upheld. An awarded contract is deemed accepted only when confirmed by us in writing. We are entitled to commission third parties with the performance of part or all of the service work.
2. The scope of our service work is determined conclusively by our written order confirmation and any written attachments thereto. Agreements between our service personnel and Customer that deviate from the agreed scope of work are valid only if confirmed by us in writing.
3. The service work timings stated in the order confirmation are estimates. The beginning and duration of the service work can be delayed, particularly due to circumstances outside our control or the control of the service personnel. Failure to meet the estimated timings does not entitle Customer to a price reduction or other compensation.



IV. Obligations of the Installer

Solely we are responsible for selecting and instructing the service personnel in relation to the service work requested by Customer. The number and composition of the service personnel to be assigned will be determined exclusively by us.

V. Obligations of the Customer

1. Customer is obligated to provide reasonable support, at Customer's expense, to the service personnel in the performance of the service work to be completed.
2. Customer is responsible for implementing the necessary measures to protect service personnel at the service site. Customer will advise the service personnel of existing special safety rules, to the extent these are important for the service personnel. Customer will notify us of any infringements of such safety rules by our service personnel. In the event of serious infringements, Customer can - refuse access to the service site for the personnel committing the infringements. Customer will also notify us immediately of hazardous situations and accidents that occur within the scope of performance of the service work.
3. Where possible, Customer shall specify all required services in advance, when requesting the service work to be performed. If this is not done, we shall decide whether the activities not agreed upon can be performed.

VI. Technical Assistance from the Customer

1. Customer is also obligated to provide technical assistance, at Customer's expense, with respect to:
 - a) Supply of the necessary number of qualified support personnel (depending on the type of service, this may include machine fitters, IT staff or other specialized personnel) for the time needed for the service. The support personnel must comply with the instructions of the service personnel. We assume no liability for the support personnel. The provisions in Sections IX and X of these terms however do apply to any defect or damage caused by following the instructions of our service personnel.
 - b) Transport of the items to be installed to the site, securing of the site and materials against any type of damaging influence. If, as an exception, it is agreed that the service personnel will handle the transport of the items to be installed, Customer will bear the general risks of the transport. Customer shall be responsible for the disposal of packaging material.
 - c) In the event of a machine overhaul, it must be ensured that both the equipment to be installed / overhauled and the premises where service work will be carried shall be clean and free of harmful substances (e.g. residues of toxic products). Should this not be the case, Customer must see to it that cleaning will be carried out immediately upon request of our service personnel.



- d) Supply of the necessary equipment (e.g. workbench with vice) and heavy tools (e.g. lifting devices, compressors) and the requisite supplies and materials (e.g. wedges, supports, lubricants).
 - e) Preparation of the utilities and energy supplies to the item to be installed (e.g. electricity, water, compressed air, steam, gas, oxygen, nitrogen, vacuum, etc.).
 - f) Supply of suitable break rooms and work areas (with heating, lighting, washing and sanitary facilities) and first aid for the service personnel.
 - g) Supply of standard equipment / protective clothing to the service personnel, which is not already provided by us. Our service personnel are only provided with safety glasses and safety boots (class S1P) as standard.
- Any additional equipment that is required, and not provided by Customer, shall be charged to Customer.
- h) Supply of all materials and performance of all other supporting activities that are necessary for the item to be installed and for the performance of the contract or trial.
 - i) Supply of the documentation delivered with the item to be installed, such as operating manual, spare parts catalogue, wiring diagram, etc.

2. The technical assistance that must be provided by Customer must be provided in such way that allows the service work to begin without delay after arrival of the service personnel and to be completed before the acceptance inspection to be performed by Customer. If special plans or instructions are needed from our side, we will submit these to Customer in a timely manner.

3. If Customer fails to meet its obligations, we will be entitled but not obligated, after granting of a grace period, to perform the activities for which Customer is responsible in lieu of Customer and at Customer's expense. In other respects, our legal rights and claims will remain unaffected.

VII. Conditions for Service Work carried out by Bausch+Ströbel

- 1. The standard weekly working time of our service personnel is currently 40 hours[MHL1.1]; specifically, Monday through Friday, 8 hours per day without break times.
- 2. According to the legal regulations valid in Ireland, service personnel must not work more than 48 hours per week on average (including overtime), over a reference period of up to 4 months. All members of our service team must have at least 11 consecutive hours of daily rest and at least 24 hours of uninterrupted weekly rest every 7 days, over a reference period of 2 weeks. Service personnel must not be prevented from taking their statutory prescribed rest times and statutory minimum breaks during the course of a work day.
- 3. Where service personnel are required to work on the weekend or on Irish public holidays, surcharges shall apply as per our price list.
- 4. Conditions for Installations at site:



Service Terms and Conditions of company Bausch+Ströbel Customer
Care Center Ireland Limited, Abbey Street, Kilkenny, Co. Kilkenny, R95 Y046,
Ireland

Stand: July 01st 2026

- a. Installation work shall be carried out on site during Customer's usual operating hours or in accordance with the arrangements made with Customer prior to the installation commencing.
- b. Travel costs due to interruptions in the installation that are not caused by us will also be paid by Customer.
- c. If multiple installations are performed consecutively with different customers, the travel costs will be allocated proportionately to the installations and customer(s) who ordered them.
- d. If several holidays coincide, such as Christmas and New Years Day, our service personnel are entitled to travel home. The resulting costs shall be borne by Customer.
- e. To offer you increased flexibility and availability regarding the installations, we have dedicated service technicians in some cases. The cost of travel for these technicians may be higher than the cost for more broadly trained mechanical service personnel but we always try to find the best solution for the customer.
- f. If country or Customer specific documentation, certificates, confirmations, (e.g. visas, work permits, online trainings, method statements, etc.) are required, we must receive a corresponding notification from Customer at a reasonable time prior to the start of the installation work. Any costs relating thereto shall be borne by the Customer.
- g. Our programming devices are generally used for installations at site. To prevent the risk of computer viruses, antivirus software is installed on all systems that may come to be used. This software is kept up to date with regular updates.

5. Conditions for Remote Support work:

- a. The Irish working time regulations shall apply for Remote Support work.
- b. Remote Support activities are carried out within a time frame between 6 a.m. and 8 p.m. (Irish time).
- c. Customer must provide its own personnel with personal protective equipment for supporting the remote workers that complies, at a minimum, with the requirements which are laid out in Section V.
- d. We hereby expressly inform Customer that we can see only that part of the machine or line to be worked on that Customer shows in the video transmission during Remote Support activities, i.e. we cannot see the whole environment of the machine or line. For this reason, Customer has a duty of care and must ensure during the remote support that no other people than those assigned to the task are present at or near the machine or line to be worked on. Thus, it shall be ensured that the personnel of Customer are not put at risk.

6. If the service personnel are working outside of Ireland on a day that is a public holiday in that location but not a public holiday in Ireland, no surcharge will apply but Customer shall be responsible for obtaining all, if any, required permits for carrying out service work on a public holiday or otherwise work-free day at Customer's location.

VIII. Invoicing of Service Work-Payment Terms



1. Unless otherwise agreed or stated in these General Terms of Conditions, service work is charged on a time fee basis.
2. Journeys from the hotel to the service site, or other locations required for the service work, and back will be considered working time, provided that the single journey to / from the service site takes more than 15 minutes and that no suitable hotel is available in the vicinity of the service site.
3. Additional travel times as well as delays in the event of interruptions in service work that are not caused by us will be considered working time and will accordingly be charged based on the principles and prices applicable to working hours (see Attachment 1, „Hourly Rates“ table).
4. The travel expenses reimbursed to the service personnel for daily expenses will be charged based on the Irish civil service rates. Hotel costs will be charged based on actual costs incurred. This applies to all service personnel, regardless of which branch they are employed at.
5. A flat rate per service will be charged for the preparation and follow-up of service works.
6. When traveling abroad by rental car, a daily flat rate will be charged. Travel by company car will be charged at Irish civil service rates. Incidental costs (parking, etc.) will be charged based on actual costs incurred.
7. A flat rate is charged for the trip from or to the airport in Ireland.
8. Travel costs for flights worldwide or rail travels abroad, including incidental costs, will be charged based on actual costs incurred.
9. Unless otherwise agreed, we shall be entitled to charge a cancellation fee (flat rate) plus the costs already incurred, if a confirmed service work is cancelled by Customer.
10. For service work or on request of Customer we can supply the needed measuring and test equipment (if allowed under the import and export regulations of the respective country). We may invoice a service charge for the time during which the measuring and test devices are not available. On request, we will inform Customer which measuring and test devices will be needed in connection with the service work and the estimated duration. We are further entitled to ask Customer to pay a reasonable utilization fee for the committed measuring and test equipment. The shipping of the measuring equipment to Customer and back will be charged at costs. A flat rate will be charged for procuring the measuring equipment, for preparations and the take-back procedure.
11. 50% of any additional costs arising as a result of force majeure shall be charged to Customer. Force majeure events include, but are not limited to, strikes, labour disputes, embargos, epidemics, quarantine restrictions, natural disasters, unusually severe weather, floods, earthquakes, fire, explosions, power surges, war, civil unrest, acts or threats of terrorism, and delays caused by Government priorities or by regulations.
12. Any additional costs will be charged based on a flat rate or based on actual costs incurred.
13. The service work costs will be invoiced after completion of the service activities. For service work that last more than 4 weeks, we reserve the right to issue interim invoices.



14. Our prices do not include sales tax. Sales taxes will be calculated based on fiscal regulations applicable at the place of performance at the time of contract fulfilment.
15. Unless otherwise stated in the order confirmation, invoices for service work are payable in full (without discount) within 30 days after receipt.
16. Unless otherwise agreed in writing, all payments are to be made in Euro without any deductions. Any conversion fees and bank charges shall be borne by Customer.
17. Further information on our pricing, in particular with regards to above mentioned flat rates, cancellation fees as well as any service and utilization charges for measuring and test equipment can be found in our Euro price list, offer letter and / or order form. Information on the Irish civil service rates can be found here:
<https://www.revenue.ie/en/employing-people/employee-expenses/travel-and-subsistence/civil-service-rates.aspx>

IX. Work Records - Acceptance

1. Our service personnel will maintain documentation that serves as a record of time worked and as the basis for the invoicing of the service work performed. Customer or Customer's agent is obligated to inspect these records for accuracy and to verify the accuracy of the documentation through signature upon completion of the service work.
2. Once the service work is complete, we will inform Customer via a clear notice. Customer is obligated to confirm its acceptance of the completed service work as soon as notification is received of its completion and a contractually agreed trial of the object to be installed has been performed. Unless for material defects, Customer is not entitled to refuse acceptance.
3. If the acceptance of the service work is delayed through no fault of ours, the acceptance will be deemed as given after two weeks following notice of completion of service work.
4. Our liability for apparent defects at the time of acceptance expires upon acceptance, if Customer has not reserved the right to enforce a claim for a specific defect.

X. Claims for Defects

1. For defects not excluded by virtue of Section VIII (4), we are only liable for defects in the service work in such a way that we are obligated to correct the defects. Customer is obligated to report any discovered defect to us immediately, but no later than 2 weeks after discovery.



2. Our warranty for defects is also excluded if the defect is insignificant to the interests of Customer or is attributable to a circumstance for which Customer is responsible. We are under no duty to remedy these defects. The same applies if we were not notified of a defect within the notification period stated in IX (1).
3. The costs incurred directly for correction of defects will be paid by us, if the claim proves to be justified, not statute-barred and timely notice of the defect was given.
4. Customer has to grant us with a reasonable grace period in which to action the defects that are not excluded by virtue of Section VIII (4) and IX (2). If the defect has not been remedied within the grace period, Customer will be entitled to a price reduction. However, if the delay has resulted in the service work becoming irrelevant or useless to Customer, even with a price reduction, Customer will have the right to rescind the contract.
5. Our normal warranty period for defective products or defective services is 12 months from acceptance. This rule does not apply to claims for damages due to defects. Section X of these terms applies in the case of claims for damages due to a defect.

XI. Liability for Damages - Limitation of Liability

1. If property belonging to Customer or goods or materials forming part of the service works are damaged through our fault during the service work, we will be obligated to repair or replace the parts or property, at our discretion and at our expense.
2. If through our fault an item installed within the scope of the service work cannot be used in accordance with the contract by Customer due to failure of or defective execution of proposals and advice provided by the service personnel before or after the conclusion of the contract or other ancillary contractual obligations - particularly instruction for operation and maintenance of the installed item -, the provisions of Section IX shall apply.
3. Our liability will be excluded in case of minor negligent infringement of non-essential contractual obligations. In all other cases, our liability for property or financial damages - subject to the following terms - will be limited to two times the invoice amount of the affected installation, maintenance, repair, or service work per incident. This limitation of liability does not apply where liability was a result of our (including our service personnel's) willful misconduct, gross negligence, culpable actions resulting in death or personal injury, fraud or when liability exists under product liability law for personal injury or property damage to privately used objects.

Except for cases of unlimited liability, in no event shall we have any liability for any special, indirect or consequential damages including, without limitation, damages for lost profits, loss of data or costs of procurement of substitute goods or services, arising in any way out of this agreement under any cause of action, whether or not the other party has been advised of the possibility of such damages. These limitations shall apply regardless of the theory on which damages are sought including, without limitation, contract, statute or tort.



4. If a liability is excluded or limited with respect to us, this applies equally to the personal liability of our employees, workers, coworkers, representatives, and agents.

XII. Compensation of the Customer

If the equipment or tools are damaged at the service site or lost through no fault of ours, Customer will be obligated to compensation for these damages. Damages attributable to normal wear and tear are excluded.

XIII. Legal Venue - Applicable Law

1. For contracts involving commercial entities, legal persons under public law, or public-law special funds, the relevant jurisdiction for all disputes arising from this contractual relationship will be the courts of Ireland. We reserve the right to file an action at a court at Customer's principal place of business.

2. The laws of Ireland shall apply with the exception of the provisions governing the conflict of laws and the UN Convention for the International Sale of Goods (CISG).

3. If any term or provision of these Terms and Conditions should be found invalid or unenforceable as written, then such term or provision shall be given force and effect to the fullest extent that it is valid and enforceable, and the remainder of these Terms and Conditions shall be construed as if the invalid or unenforceable portion of such term or provision was not contained herein so as to make these Terms and Conditions valid and enforceable as originally contemplated by these Terms and Conditions to the greatest extent possible.

4. The waiver by us or Customer of any breach of any provision of these Terms and Conditions shall not be construed as, or constitute, a continuing waiver, or a waiver of any other breach of any provision of these Terms and Conditions.

Note:

In accordance with the Law on the protection of individuals with regard to the processing of personal data, notice is hereby given that Bausch+Ströbel has stored and processed data from the customer.



XIV. General

1. All information, including but not limited to, the business, affairs, customers, clients, suppliers, plans, operations, processes, product information, know-how, designs, trade secrets or software of a Party supplied to the other Party under this Contract ("Confidential Information") (a) will be treated by the receiving Party as confidential, proprietary information of the disclosing Party and will not be used by the receiving Party for itself or others for any commercial or other purpose or disclosed or shown to others; and (b) will not be used by the receiving Party for any other purpose than the performance of the service work. The aforementioned confidentiality obligations will survive any termination or expiration of the contract with the Customer for a period of ten (10) years.
2. The provisions of Section XIII (1) shall not or no longer apply to any Confidential Information that (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party in breach of this clause); (b) was available to the receiving Party on a non-confidential basis before disclosure by the other Party; (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving Party; (d) the parties agree in writing is not confidential or may be disclosed; and (e) is developed by or for the receiving Party independently of the information disclosed by the other Party.
3. We shall only collect, process or use any personal data in compliance with the Irish Data Protection Legislation. This duty will remain in force in times when the contractual relationship between us and the Customer has ceased.

XV. Intellectual Property, Rights of Use

All of our intellectual property in, and relating to service work, including inventions, patents, trademarks, copyright, know-how, drawings, designs, trade secrets and other proprietary rights or forms of intellectual property, and any alterations, additions or amendments to the intellectual property shall remain our exclusive property. To the extent required for the contractual use of the services work, we grant to Customer a worldwide, perpetual, irrevocable, royalty-free, non-exclusive license (with right to sublicense).