General Terms & Conditions of Sale

In these conditions Carl Zeiss Vision means Carl Zeiss Vision UK Ltd.
Territory' means an area of land under the jurisdiction of a ruler or state.
The 'Buyer' means the individual person, firm or company with whom Carl Zeiss Vision contracts to sell the 'Goods'.
The 'Goods' means the Carl Zeiss Vision products, materials and/or services that are subject to these conditions.

Tital®, Umbramatic®, PhotoFusion, Duravision® are registered trademarks of Carl Zeiss Vision Holdings GmbH.

Transitions® is a registered trademark – ESP is a trademark of Transitions Optical, Inc.

1. General

All work is carried out to the British and European Standards.

Tolerances in accordance with the current issue of the following standards:

BS EN ISO 8980-1: For Single Vision and Multifocal Uncut Lenses
BS EN ISO 8980-2: For Progressive Uncut Lenses
BS EN ISO 14889: Fundamental requirements for uncut finished lenses
BS EN ISO 21987: for Mounted Lenses

1.1. The Buyer shall determine the suitability of the Goods for their intended use and the Buyer shall not rely upon any representations made by or on behalf of Carl Zeiss Vision.
1.2. Carl Zeiss Vision reserves the right to make any changes to the specification of the Goods which are required in order to conform with any applicable statutory of EU requirement provided that they do not materially affect their quality or performance.
1.3. Risk in the Goods passes to the Buyer on dispatch. The Buyer must insure the Goods and provide a copy of any insurance policy to Carl Zeiss Vision on demand.
1.4. The Goods remain the property of Carl Zeiss Vision until payment is received in full.
1.5. Until the Buyer becomes the owner of the goods, the Buyer shall store and mark the goods so that they are readily identifiable as Carl Zeiss Vision's Property.
1.6. The Products are intended for merchandise in the UK & ROI Territory. You shall not sell any Products to any customer whose place of residence is located outside the Territory subject to the following. If the customer is in fact located outside the Territory, but is located in another member state of the European Union, in Norway, Iceland or Liechtenstein and if either in this state (or part thereof) another representative was granted the exclusive distribution right for the Products by CZV, or CZV did reserve that state (or part thereof) for distribution by itself, you agree to refrain from actively promoting and marketing the Products to such customer. Upon your request, CZV will notify you, whether it granted a distribution right or reserved distribution as afore-described. Notwithstanding the foregoing, you shall not sell any Product to any customer whose place of residence is located outside a member state of the European Union, Norway, Iceland or Liechtenstein.
1.7. Carl Zeiss Vision cannot be held responsible for any occurrence arising from a typographical or other error which appears within this pricelist.
1.8. Carl Zeiss Vision reserves the right to make changes in design or to modify or improve products without incurring any obligation to incorporate any such modification or improvement into products previously manufactured.

2. Application

2.1. All sales are made subject to these Terms.
2.2. All quotations are given and all orders are accepted on these Terms, which supersede any other terms appearing in Carl Zeiss Vision's catalogue or elsewhere and these terms shall override and exclude any other terms stipulated, incorporated or referred to by the Buyer, whether in the order or in any negotiations or in any course of dealing established between Carl Zeiss Vision and the Buyer.
2.3. The placing of an order for Goods implies acceptance of these Terms.

3. Product Specifications

3.1. Product Range Charts: The charts show the maximum power that is available. They indicate the total power in the highest meridian that can be produced. For example a maximum combined power of -10.00 shows that -8.00 / -2.00 or -9.50 / 0.50 or -10.00 sphere are all possible whereas -9.50 / -0.75 would not be possible within the range.
3.2. The maximum combined powers now listed are the highest that Carl Zeiss Vision can manufacture apart from the lenticular range where occasionally it may be possible to exceed the stated powers. Actual production, particularly at the top end of the power range, depends on the prescription and other Order details such as diameter and decentration, please check with our Customer Services Department : 0121 332 4400.
3.3. Prescribed prism: The majority of lenses from Carl Zeiss Vision can be supplied with prescribed prism up to 6 and many can go beyond this. Availability for higher powers depends on the lens power and diameter. To order lenses with high prismatic powers please contact the Customer Services Department: 0121 332 4400 prior to placing an order.
3.4. Coating: Coating availability for each lens type is indicated on each page.

4. Price Format and Pricing

4.1. From time to time Carl Zeiss Vision re-publishes the details of their optical products, specifications and prices.
4.2. All prices quoted are £ per lens uncut and are for the + plus cylinder transposition. A quotation by Carl Zeiss Vision does not constitute an offer and Carl Zeiss Vision reserves the right to withdraw or revise a quotation at any time before it accepts an order.
4.3. Carl Zeiss Vision accepts an order at the earlier of either, the sending of a written acknowledgement of the order back to the Buyer or the shipment of the relevant Goods to the Buyer.
4.4. Supplements, including glazing charges, are applied according to the Supplement rate per lens as shown in previous ZEISS and CZV price lists.
4.5. Certain lenses are supplied coated as standard, and in these cases the Coating is included in the product price. Where applicable they are clearly indicated in the main product pages.
4.6. The price to be paid for all Goods will be the Carl Zeiss Vision list price as at the date when the order is accepted by Carl Zeiss Vision in accordance with paragraph 4.3 above.
4.7. VAT, postage and packing charges are not included in the price list and will be charged additionally according to the value and weight as applicable.

5. Payment

5.1. The Buyer shall make all payments due to Carl Zeiss Vision under any contract into the bank account which Carl Zeiss Vision notifies the Buyer in writing from time to time in pounds sterling within 30 days of the relevant invoice.
5.2. Time of payment is of the essence of a contract and Carl Zeiss Vision reserves the right to suspend the provision of Goods to the Buyer where any amounts are overdue under any contract until all such amounts have been paid.

6. Delivery

6.1. Every effort is made by Carl Zeiss Vision to meet delivery dates. A fixed date shall not be a condition of supply of the Goods.
6.2. Late delivery shall not be a ground for cancellation or refusal to take delivery of the Goods. Carl Zeiss Vision shall not be liable for any loss or damage resulting from such delays including but not limited to the losses referred to in clause 10.5 below.
6.3. If the Buyer refuses or fails to take delivery of Goods delivered in accordance with a contract or fails to take any action necessary on its part for delivery or shipment of the Goods, Carl Zeiss Vision is entitled to terminate the contract with immediate effect, dispose of the Goods as Carl Zeiss Vision may determine and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage costs from the due date of delivery).
6.4. Unless otherwise expressly agreed, Carl Zeiss Vision may effect delivery in one or more instalments.

7. Returns

7.1. Any Goods returned must be accompanied by either the ZEISS Digital Returns form, available via MyZEISS, or a copy of the original order form or the Carl Zeiss Vision invoice and a note covering the reason for return together with any relevant paperwork. Failure to do so will cause delays and may lead to rejection of the Buyer's claim. This does not affect your statutory rights. Please contact the Customer Services Department for return forms. Manual returns may be subject to a 7 day delay.
7.2. All Goods returned by the Buyer to Carl Zeiss Vision should be suitably packaged and insured so that they are received in good condition.

8. Cancellation of Orders

8.1. Carl Zeiss Vision reserves the right to make a £15 production charge for any costs incurred in partially processing an order that is then cancelled by the Buyer.

9. Indemnity

9.1. The Buyer shall indemnify and hold harmless Carl Zeiss Vision at all times against all claims, costs and expenses whatsoever, arising out of or connected with the Goods or any subsequent product into which the goods may be incorporated, provided however that such indemnity shall not extend to such claims, costs and expenses as shall result solely from the negligence of Carl Zeiss Vision.
9.2. The Buyer undertakes to ensure that where the Goods are to be supplied on to a third party by the Buyer, whether or not after further processing and whether or not after incorporation into a subsequent product, they do not contain any defect within the meaning of section 3 of the Consumer Protection Act 1987.

General Terms & Conditions of Sale

10. Warranty and Liability

10.1. Carl Zeiss Vision warrants that the Goods will, for a period of 12 months from the date of delivery:

- comply with their specification; and
- be substantially free from defects in materials and workmanship

10.2. The warranties in clause 10.1 are given on the following conditions:

- Carl Zeiss Vision is not liable for a defect in the Goods caused by fair wear and tear, abnormal or unsuitable conditions of storage or use or an act, neglect or default of the Buyer or a third party; and
- Carl Zeiss Vision is not liable for a defect in the Goods unless it is notified to Carl Zeiss Vision within 2 weeks of the date of delivery or, if the defect would not be apparent on reasonable inspection, within three months of the date of delivery.

Product / Service	Warranty period
Lens Coatings	24 months
Workmanship	Max. 3 months
Vision Technology Solutions	12 months

10.3. Carl Zeiss Vision is not liable for:

- non-delivery, unless the Buyer notifies Carl Zeiss Vision within seven days of the date of Carl Zeiss Vision's invoice.
- damage to or loss of all or part of the Goods in transit unless the Buyer notifies Carl Zeiss Vision within two weeks of receipt of the Goods or the scheduled date of delivery, whichever is the earlier.

10.4. Except as set out in this clause 10 or as is expressly agreed in writing by Carl Zeiss Vision, all guarantees, warranties, conditions, representation or stipulations, whether express or implied and whether arising hereunder or under any prior agreement or by virtue of any oral or written statement, or by statute, common law or otherwise in relation to the supply, non supply or delay in supplying the Goods are excluded to the extent permitted by law.

10.5. Subject to the provisions in clause 10.7 below, Carl Zeiss Vision is not liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non supply or delay in supplying the Goods or otherwise in connection with this agreement:

- loss or damage incurred as a result of third party claims;
- loss of actual or anticipated profits;
- loss of business opportunity;
- loss of anticipated savings;
- loss of goodwill;
- injury to reputation; or
- any indirect, consequential or special loss howsoever caused even if Carl Zeiss Vision was advised of the possibility of them in adv ance.

10.6. Subject to clauses 10.5 and 10.7, the entire liability of Carl Zeiss Vision arising out of, or in connection with the supply, no supply or delay in supplying the Goods, or otherwise in connection with this agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to an aggregate figure of £100.00.

10.7. Nothing in this agreement will operate to exclude or restrict Carl Zeiss Vision's liability for:

- death or personal injury resulting from negligence;
- breach of the obligations arising under section 12 of the Sale of Goods Act 1979; or
- fraud or deceit.

11. Termination

11.1. If any of the following events occur, Carl Zeiss Vision may take any of the actions listed in clause 11.2:

- the Buyer makes default in any payment, or commits any breach of an obligation under these Terms or a contract; or
- a meeting being convened, a petition presented, an order made, an effective resolution passed, or notice given for the Buyer's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or
- an application being made, or resolved to be made by any meeting of the Buyer's directors or members, for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator or if such administrator is being appointed; or
- an incumbrancer taking possession, or a receiver or manager of an administrative receiver being appointed, of the whole or any part of the Buyer's assets; or
- the Buyer ceasing or suspending payment of any of its debts or being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or
- a proposal being made for a composition in satisfaction of the Buyer's debts or a scheme of arrangement of its affairs including a voluntary arrangement within the meaning of Part I of the Insolvency Act 1986.

11.2. If any of the events listed in clause 11.1 occur Carl Zeiss Vision may, without prejudice to any rights which may have accrued, or which may accrue to it, at its option:

- stop any Goods in transit;
- require payment in advance for all or any further deliveries;
- suspend any further deliveries until such default or breach, if capable of rectification, is rectified;
- terminate the contract; and
- terminate any other contracts which the Buyer has placed with Carl Zeiss Vision so far as goods remain to be delivered thereunder.

11.3. On termination of a contract pursuant to clause 11.2 any indebtedness of the Buyer to Carl Zeiss Vision shall become immediately due and payable and Carl Zeiss Vision is relieved of any further obligation to supply Goods to the Buyer pursuant to that contract.

12. Force Majeure

12.1. If the performance of a contract or of any obligation thereunder is prevented by force majeure, Carl Zeiss Vision shall be excused performance, without being liable for any loss or damage suffered by the Buyer as a result, provided that Carl Zeiss Vision shall use reasonable endeavours to remove such cause or causes of non-performance, and shall continue performance hereunder without any delay whenever such cause or causes are removed.

12.2. For the purposes of these Terms, the expression "force majeure" means any circumstance beyond the control of Carl Zeiss Vision, including but not limited to acts of God, strikes, lock-outs, other industrial action, fire, accident, lightening, earthquakes, storms, floods, explosion, terrorism, riot, civil commotion, war, acts of government, lack of power and delays by suppliers or material shortages, but, for the avoidance of doubt, nothing shall excuse the Buyer from any payment obligations under these Terms.

13. Waiver

13.1. The failure of the Buyer or Carl Zeiss Vision to exercise any of its rights under these conditions or the contract to which these conditions relate shall not be deemed a waiver of such party's rights.

14. Severance

14.1. If any of these Terms is found by any court or administrative body of competent jurisdiction to be inv alid or unenforceable, such invalidity or unenforceability shall not affect the other Terms which shall remain in full force and effect.

15. Variation

15.1. Carl Zeiss Vision reserves the right to vary these Terms at any time. Where it does so (i) Carl Zeiss vision shall give notice to the Buyer; and (ii) the new Terms as varied shall apply to any subsequent orders. The signing by Carl Zeiss Vision of any of the Buyer's documentation shall not imply any modifications of these Terms.

16. Assignment

16.1. The Buyer may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, a contract without the prior written consent of Carl Zeiss Vision.

16.2. Carl Zeiss Vision is entitled at any time to assign or deal with the benefit of any contr act, or sub-contract any work relating to any contr act.

17. Notices

17.1. Any notice given by one party to the other in connection with a contract must be in writing and may be delivered personally or by pre-paid first class post and in the case of post will be deemed to have been given two working days after the date of posting. Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with a contract.

18. Third Party Rights

18.1. A person who is not a party to a contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such contract. This Term does not affect any right or remedy of any person which exists or is av ailable otherwise than pursuant to that Act.

19. Governing law and Jurisdiction

19.1. We have a duty to protect our staff from any form of inappropriate behaviour or harassment whilst at work or at work related events. You shall, and shall ensure that your employees, agents, representatives and customers, treat all our staff members with dignity and respect, at all times.

19.2. These Terms, any contract arising hereunder and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.3. Each party irrevocably agrees, for the sole benefit of Carl Zeiss Vision that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, any contract arising hereunder or its subject matter or formation. Nothing in this clause shall limit the right of Carl Zeiss Vision to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Effective date - 2023