

General Terms and Conditions of Sale and Delivery of Leica Microsystems UK Limited

1. Application

1.1. These Terms and Conditions of Sale of Goods ("**Terms**") are applicable to all price lists, quotes, purchase orders, and all other sales of goods (collectively, "**Orders**") by Leica Microsystems UK Limited ("**Leica**") to the buyer purchasing goods from Leica ("**Buyer**").

1.2. These Terms are the only terms and conditions applicable to the sale or other provision of Leica's goods to Buyer except those that relate to prices, quantities, and delivery schedules, and any other terms included in the Orders, which terms will control in the event of any conflict with these Terms, unless otherwise explicitly agreed upon by Leica in writing.

1.3. An Order shall only be deemed as accepted by Leica if it has been confirmed in writing or accepted by a conclusive action (e.g. direct delivery of the ordered goods). Buyer's submission or acceptance of an Order, as well as its acceptance of goods requested in an Order ("**Product**"), will constitute an irrevocable offer by Buyer and its acceptance of these Terms (such offer, upon fulfillment by Leica, constituting an "**Agreement**"). All Orders, in any form whatsoever, are free of obligation and do not constitute an offer by Leica. All of Leica's quotes lapse after thirty (30) days or another period specified in the quote.

2. Prices

2.1. Unless a fixed price has been agreed upon in writing by the parties, the calculation of the price of the goods sold by Leica to the Buyer shall be determined by Leica's binding price lists as of the date of delivery. Unless otherwise agreed in writing or text form, or legally required, Leica shall not remunerate for or accept the return of any packaging material.

2.2. All prices of Leica goods shall be in the currency stated in the Quote, net and plus VAT (if applicable) in the legally stipulated amount. Unless otherwise explicitly agreed in writing or text form, Buyer shall also bear all additional fees, public charges and customs duties.

2.3. Price of Leica goods will exclude in all cases any delivery costs, customs fees or other logistics costs of any kind.

3. Delivery

3.1. Delivery terms are EXW (Incoterms 2020) unless otherwise specified in writing by Leica. Risk of loss or

damage to the goods pass to Buyer at the latest upon the object of delivery being dispatched from a Leica warehouse or manufacturing facility, even if Leica has assumed responsibility for coordination of additional services such as loading, transport, or unloading. If delivery is delayed as a result of circumstances for which Buyer is responsible, the risk passes to Buyer on the day on which it is notified of Leica's readiness to deliver.

3.2. Orders for goods to be exported to Buyer are subject to Leica's ability to obtain export clearance, export licenses and other necessary papers within a reasonable period. Buyer will furnish all the documentation and processes necessary to execute and complete the customs clearance in the respective country where the goods are exported to. Buyer will accept and bear all responsibility for penalties resulting from errors or omissions therefrom. Buyer will not re-export goods or any products or items which incorporate goods if such re-export violates Export Laws. Buyer agrees to provide all information necessary to facilitate the export, reexport where Leica requires.

3.3. Delivery dates are approximate and not a materially binding term of the Agreement. Leica will not be liable for any damages or costs resulting from delays in performance. Leica will make reasonable efforts to keep Buyer informed of any delays relative to an estimated delivery date.

3.4. If the Buyer does not arrange the delivery of the goods within a reasonable time after receipt of notice from Leica that they (or any part of such deliveries) are ready for delivery, or if the delivery is due to reasons for which the Buyer is responsible (e.g. because the Buyer has not complied with the installation requirements communicated by Leica, Leica may dispose of the Order goods at the Buyer's risk and expense or store them at the Buyer's risk and expense.

3.5. Leica shall be authorized to make partial deliveries, provided they are reasonable for Buyer. Partial deliveries shall be invoiced separately.

3.6. Unless otherwise indicated by Leica in the Order, Buyer assumes responsibility for installation of goods. Buyer also assumes responsibility for maintenance of goods and ensuring its site meets all specifications and other criteria identified by Leica as necessary in order to support the goods and services. Leica will make installation, support, and maintenance services available, directly or through one of its authorized partners, at Leica's then-prevailing rates and terms. Leica has no obligation to install, support or maintain goods not sold or manufactured by Leica.

4. Risk of Loss, Title

4.1. Risk of loss with respect to all goods, other than software, and the risk of loss with respect to software, shall pass to Buyer upon delivery in accordance with Leica's applicable Incoterm (as stated in the quotation, order confirmation, or invoice).

4.2. Buyer agrees to comply with all applicable laws protecting the financial interests of a seller in its delivered goods prior to receipt of payment in full, either in the form of Leica's retention of a Purchase Money Security Interest in the Products or Leica's retention of title to the Products. In jurisdictions where a seller's interests in delivered goods is protected by the creation of a security interest, the Buyer shall cooperate in all measures such as registration, publication etc., that are necessary or beneficial to Leica to obtain the full protection of its security interest.

4.3. The Buyer bears the risk of loss and deterioration of the goods in accordance with the applicable Incoterms. Leica retains title to the goods and devices until they have been paid for in full.

5. Inspection of Goods and Acceptance

5.1. Buyer undertakes to check the completeness and orderliness of the delivered Products carefully, and immediately after they have arrived. Buyer's rights in case of defects in the Product shall require that it inspects all Products upon delivery without undue delay and notify Leica of any defects in writing and without undue delay, but no later than 10 workdays following delivery. Goods not rejected by Buyer in writing during this period of time shall be deemed accepted.

5.2. Buyer must notify Leica of any hidden defects in Product without undue delay upon their discovery.

6. Returns

6.1. Leica will not accept any returns of Product unless it gives its prior written consent in the form of a Return Goods Authorization ("RGA"), which Leica may grant in its sole discretion. Contact your local Leica representative to obtain an RGA.

6.2. In instances where Leica grants an RGA, Buyer is responsible for risk of loss and shipping and handling fees for all returned Product, and may be charged a restocking fee of up to 20%. Leica will direct Buyer on an acceptable form of return shipment or directly arrange the shipping, and notify Buyer upon receipt of the returned Product; Leica will then inspect the Product for damage, signs of use, and/or missing parts, and notify Buyer of the amount of the refund (less restocking fee), which Leica may reasonably reduce on account of the inspection result. Unless Leica agrees

otherwise on the RGA, returned Products must be in new condition and in the original packaging. Software and configured-to-order, third-party, or consumable goods or parts are not subject to return. No returns will be accepted after 90 days from acceptance, as defined above.

7. Payment

7.1. Payments shall be rendered in the currency stated in Leica's quote and in accordance with payment instructions contained therein and shall only be paid in accordance with the payment instructions provided on Leica's invoice to Buyer. The customer number, invoice date and invoice number shall be quoted in all payments. Payment shall be due and payable net, without deduction, on the due date on the invoice or, absent such due date, within thirty (30) days from the date of the invoice. Leica may require payment in advance at its sole discretion.

7.2. Leica may charge seven percent (7%) or the highest rate allowed by law, whichever is lower, on overdue accounts.

7.3. Payments are not subject to setoff or recoupment for any disputed claim Buyer may have.

7.4. If Buyer fails to make any payment when due, Leica may immediately repossess all Product not paid in full and may suspend provision of goods and services. Leica will also be entitled to reimbursement by Buyer for any reasonable out-of-pocket expenses incurred in collecting payments due, including without limitation attorneys' and collections fees.

7.5. Leica and Buyer both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, both Leica and Buyer agree that transfer instructions provided in Leica's invoice will apply. In the event that there is a change in the wire transfer instructions, both Parties must agree to an updated wire transfer, in writing, using the business contact listed in the quote, before any monies will be transmitted using the new wire instructions. Both Parties further agree that they will never change wire transfer instructions by email. Further, both Parties agree that they will never require an immediate payment under the new instructions. The Parties will provide for a ten (10) business day grace period to verify any wire transfer instruction changes before any outstanding payments would be due using the new instructions.

7.6 **Money Laundering Prevention** Purchaser shall strictly comply with the acts in force with respect to combating money laundering and funding terrorism and

ensure that a financial transaction is always linked to a counterparty and the associated commercial flow. Purchaser shall take steps to prevent inadvertent use of business resources for these purposes and shall be watchful for unusual or suspicious activities or transactions. These may include attempted payments in cash or from unusual financing sources, arrangements that involve the transfer of funds to or from countries or entities not related to the transaction or customer, unusually complex deals that do not reflect a real business purpose or attempts to evade recordkeeping or reporting requirements.

8. Software Leica grants Buyer a non-transferable, non-sublicensable, and non-exclusive license to use software contained, delivered separately, pre-loaded, installed, or embedded in Product ("**Firmware**") as necessary to operate Product in compliance with accompanying documentation. All free-standing software is licensed, not sold, to Buyer and subject to Leica's End User License Agreement ("**EULA**") available at <https://www.leica-microsystems.com/company/sales-service-terms-and-conditions/> and updated from time to time at Leica's sole discretion.

9. Warranties/Responsibility for Defects

9.1. Leica shall hold liability for claims of the Buyer due to defects of the delivered Product (any goods containing a defect in workmanship or materials to be a "**Nonconforming Product**") for the earlier of twelve months from delivery or one (1) year from date of completion of assembly and installation by Leica (if applicable) ("**Warranty Period**"), except as specifically detailed below, when that Product has been used exclusively in accordance with Leica's instructions for use and documentation ("**Limited Warranty**"). This Limited Warranty extends to Leica parts provided by Leica-authorized third-party sellers.

9.2. Defect/Warranty Liability Exclusions. Leica shall not be liable for any defect or performance deficiency (including failure to conform to product descriptions or specifications) which results, in whole or in part, from (i) negligent storage or handling of the Product by Buyer, its employees, agents, or contractors, or use that is inconsistent with normal operation and maintenance conditions; (ii) Buyer's failure to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Leica; (iii) absence of any product, component, or accessory recommended by Leica but omitted or removed at

Buyer's direction; (iv) any misuse, alteration or damage to the Product by persons other than Leica; (v) combining Leica's goods with any product furnished by others, or incompatible with Leica goods, where such combination causes failure or degradation to performance of the Product (including the substitution of any reagent not authorized by Leica); or (vi) if servicing, repair, or movement/re-location of equipment was attempted by anyone other than Leica-authorized providers.

9.3. **Buyer's Remedy.** In the event of a Nonconforming Product, Leica will, at its sole discretion and as Buyer's sole remedy, repair or replace any parts that it reasonably determines have failed due to defects in material or workmanship during the [Warranty Period/12 months post-delivery], free of any charge for either parts or labor, or if such attempts to repair or replace do not succeed in remedying the defect(s) in workmanship and/or materials, Leica may, at its sole option, refund of the purchase price of the Nonconforming Product depreciated in accordance with standard accounting principles. Leica may use reconditioned, refurbished, or serviceable used material for all repairs of goods. Buyer is liable and shall pay for shipment of the warranted Product to Leica. Leica shall not be obligated to perform preventative maintenance, installation, deinstallation, relocation, table-rigging, or maintenance. Buyer shall only be entitled to the Buyer's Remedy described herein if Buyer gives written notice of the Nonconforming Product, reasonably described, to Leica within ten (10) business days of the time when Buyer discovers or ought to have discovered the defect. Leica may make insignificant changes to the specifications of the goods from those contained in Leica's sales literature without being deemed to have provided Buyer with nonconforming or defective goods.

9.4. The warranty in this section is provided in lieu of all other warranties, express or implied, and are the Buyer's exclusive remedies relating to performance of the goods. Except to the extent required by applicable law, Leica disclaims all other warranties, including without limitation, any warranty about the merchantability of the goods, or fitness for a particular purpose.

10. Limitation of Responsibility

10.1. Leica shall be liable in accordance with statutory law insofar as Buyer asserts claims for damages or compensation of expenses (hereinafter referred to as claims for damages) caused by intent or gross negligence - including intent or gross negligence of Leica's representatives in fulfilling an obligation relating to the Agreement.

10.2. In no event shall Leica be liable for consequential damages, such as e.g. lost profit or any other financial losses or expenses of the customer.

10.3. Claims for damages asserted against Leica shall lapse within two years as from the legally regulated commencement of the period of limitation, but at the latest upon delivery of the item.

10.4. The limitation of liability as set out above shall not apply to any liability under the applicable product liability laws and regulations.

10.5. Nothing in the Agreement shall operate to exclude or restrict Leica's liability to the Buyer for death or personal injury resulting from Leica's willful misconduct, negligence or the negligence of a person for whom Leica is vicariously liable, and for any matter for which it is not permitted by law to exclude or limit, or attempt to exclude or limit, its liability.

11. Force Majeure Unpredictable, extraordinary occurrences for which Leica is not responsible, such as industrial disputes, operating disturbances, official measures, transport disturbances or other cases of force majeure, irrespective of whether they occur at our location or that of our sub-supplier, shall exempt Leica from the obligations arising from the Agreement - in the case of obstacles of a temporary nature, however, only for the duration of the hindrance, plus a reasonable startup time-limit. If due to occurrences of this kind the delivery should subsequently become impossible or unreasonable for one of the Parties, both Parties shall be entitled to rescind the Agreement.

12. Intellectual Property Leica and its licensors will retain all intellectual property rights to its goods, including without limitation, designs, drawings, patterns, plans, specifications, technology, technical data, software and information, technical processes, and business methods, whether patentable or not, arising from the sale or other provision of goods and/or services to Buyer. Buyer agrees not to enforce against Leica or Leica's customers any patent rights that include any system, process, or business method utilizing or otherwise relating to goods delivered pursuant to an Order.

13. Export Control Buyer will not sell, transfer, export or re-export any Leica Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Leica Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all laws and regulations applicable to the installation or use

of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction.

14. Compliance with Laws

14.1. Each Party warrants to the other Party that, in performing its obligations under the Agreement and performing the activities referred to herein, including the use or distribution of the Products, it will comply with applicable law, product labels, leaflets and manuals, and other product-related information and materials published by Leica or a regulatory authority. Buyer will indemnify and hold Leica harmless from and against all losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any breach of the foregoing.

14.2. Buyer represents and warrants to Leica that Buyer is familiar with and shall comply with any/all local, national, and other laws and regulations of any/all jurisdictions globally relating to anti-corruption, anti-bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997 (collectively, "Anti-Corruption Laws").

15. Data Privacy Insofar as personal data is transmitted to Leica, Buyer is obliged to ensure that the collection and transmission of the data is lawful. Insofar as one of the Parties processes personal data for the other Party or the Parties process personal data together, the Parties undertake to enter into the necessary data protection contracts, including Business Associate Agreements. This applies in particular to the conclusion of an agreement regarding order data processing and / or regarding joint controllership, to the extent necessary in accordance with the legal provisions applicable to the parties.

16. Place of fulfillment, place of jurisdiction, applicable law, other provisions

16.1. Insofar as the Buyer is a merchant, a legal entity under public law or a special fund under public law, Leica's place of business is the place of jurisdiction; However, Leica entitled to bring suit against the Buyer at any venue where Buyer is located or does business.

16.2. The relationship between Leica and the Buyer shall be subject to law of the United Kingdom. The UN Convention on the International Sale of Goods (CISG) and the regulations of International Private Law shall not

From Eye to Insight



apply.

16.3. The legal invalidity of a clause of the Agreement shall not affect the legal validity of the remaining clauses. The contractual parties undertake to replace an ineffective clause by an effective regulation.