

LEICA MICROSYSTEMS TERMS & CONDITIONS OF ONLINE SALE

Leica Microsystems Inc. is a company registered in Delaware, United States with its principal office located at 10 Parkway North, Suite 300, Deerfield, IL 60015 ("Company" or "Leica"). The Company operates the website: <https://www.leica-microsystems.com/?country=US> (the "Website").

1. Introduction

- a. These Leica Microsystems Terms & Conditions of Online Sales ("Terms") apply exclusively to Online Orders made by buyers through the Leica Website. These Terms become binding when Customer purchases Leica's products directly as an Online Order using the Website. Leica's agreement to sell and fulfill the sale of Products is conditioned on the Customer's acceptance of these Terms. Any additional or different terms are rejected unless approved in writing by Leica. By placing your order, you acknowledge and agree to the following Terms of Leica.
- b. These Terms apply to Customers based in the country of the United States who take advantage of the offers on the Leica website. A Customer within the meaning of these Terms is a natural person, legal entity, or partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.
- c. Please note that:
 - Leica supplies all Products for use by Customer and solely within the scope of the license granted in Clause **Error! Reference source not found.**;
 - use of the Website is governed by the Website Terms of Use (available [here](#)).
 - the Leica Website uses cookies, the use of which are governed by our cookies policy (available [here](#));
 - Leica only uses Customer personal information in accordance with our privacy policy (available [here](#)); and
 - Certain products supplied under these terms are manufactured by Atto-tec GmbH, a Leica company.
- d. These Terms and Conditions apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- e. By submitting an Online Order, Customer represents and warrants that Customer is: (a) acting for purposes wholly or mainly related to Customer trade, business, craft or profession; (b) is at least 18 Years old (c) has the authority to bind the business on whose behalf Customer is acting; and (d) not an individual consumer.

2. Definitions

- a. "Affiliate" means any entity that directly or indirectly controls (through ownership of share capital or the legal power to direct or cause the direction of management), is controlled by, or is under common control with, a party.
- b. "Buyer" means the individual or entity that initiates the purchase of products from Leica often synonymous with the Customer.
- c. "Consumable Products" means reagents, reagent test kits and supply items.
- d. "Customer" means a natural person, legal entity or partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity. A customer purchases Leica's Products directly through the Online Order process using the Leica Website.
- e. "Custom Products" means (i) Goods manufactured to Specifications (or using processes) provided by or agreed with Buyer and/or using Specified Components and (ii) Custom Equipment.
- f. "Delivered" means, in respect of each unit of Products ordered under the Terms, Leica has completed its obligations under the Terms relating to the delivery of the same to (or, if applicable, collection by or on behalf of) Buyer.
- g. "Equipment" means all items that are of a capital nature, including instruments, hardware and non-expendable accessories, as offered for sale by Leica, from time to time
- h. "Goods" means all items (other than Equipment and Software), including spare parts, consumable products and chemicals, as offered for sale by Leica, from time to time.
- i. "Intended Use" means, in relation to each Product, its intended use specified in the Contract, Leica's catalogue and/or on the Product and/or accompanying documentation and/or as otherwise provided in writing to Buyer.
- j. "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- k. "Leica" or "Leica Microsystems Inc." is the legal entity operating as part of the Leica group of companies which receives a request to sell certain Products.
- l. "Online Order" means a purchase directly placed by a Customer through the Leica Website for the purchase of Leica's Products.
- m. "Party" means any individual or entity involved in a contractual agreement, including but not limited to Leica and the Customer, subject to the Terms.
- n. "Products" means the items or goods offered for sale by Leica through the Online Order process on the Website.
- o. "Quote" means a non-binding estimate provided by Leica Microsystems, detailing the potential cost and terms for the purchase of Products. The Quote does not constitute an offer and is subject to further confirmation through the Leica Sales by Purchase Order Agreement.
- p. "Specifications" means the technical and/or functional description and/or set of requirements and/or design relating to a Product which is published by Leica and/or (to the extent applicable).

3. Ordering Products Via Webshop

- a. To submit an Order, Customer will need to create an account with Leica and to follow the process set out on the Website or contact Leica [here](#). If Customer does not have an account, Customer will need to register an account before Customer can place an Order.
- b. To create an account Customer will be asked to provide personal data and to consent to the registration of a company account, which will be collected and processed in accordance with Leica's Privacy Policy. If Customer creates an account, a confirmation of registration will be sent by e-mail after completing the registration process.
- c. Customer is responsible for ensuring that the data is complete and truthful. Customer is also obliged to keep data up to date. If there is a change in the data provided during use of the website, Customer must correct the information immediately. Customer is obliged to protect passwords and any other accessible data as confidential and protect from access by unauthorised third parties.
- d. The offer of Products on the Leica Website is not a binding contractual offer but is subject to change and non-binding as an invitation to submit an offer. Once the selected Products have been placed in the virtual shopping cart and the electronic ordering process has been completed, Customer submits a legally binding contractual offer by clicking the "Buy now" button to place an Online Order for the Products in the virtual shopping cart at that time.

- e. After submitting an offer, Customer will receive an email from Leica confirming receipt of the offer ("**Order Acknowledgment**"). This Email from Leica does not constitute acceptance of the contract. It is at Leica's discretion not to accept offers. If Leica does not execute an Online Order, Leica will inform Customer immediately.
 - f. The contract is accepted by means of a separate email confirming the information Customer included in the Online Order and providing delivery details or, with confirmation of dispatch ("**Confirmation Email**"), but at the latest when the Products are dispatched.
4. Delivery And Shipping
- a. Leica will provide the Customer with an initial confirmation of the order request. Once the order is processed, an official order confirmation will be sent to Customer. This confirmation will include estimated delivery details and any applicable costs.
 - b. Deliveries are only made within the country of the United States and to the delivery address provided by Customer.
 - c. Estimated delivery times are shown on each product's detail page and are non-binding unless explicitly agreed otherwise. After expiry of the delivery period, a subsequent delivery period of the duration of the delivery period, but no longer than 14 working days, shall be set in motion without explanation.
 - d. If delivery of the Products is delayed, then Leica will contact Customer as soon as possible to let Customer know and will take reasonable steps to minimize the effect of the delay.
 - e. Leica shall use reasonable endeavors to deliver or arrange for collection of the Products on the estimated delivery date, but time of delivery is not of the essence.
 - f. Leica may make delivery or arrange for collection of the Products in advance of the delivery date upon giving reasonable notice to Customer.
 - g. If the delivery of the Products fails for reasons for which Customer is responsible, Leica is entitled to charge the costs of a new delivery as well as reasonable storage costs from the day of the unsuccessful delivery. The re-delivery is subject to a charge even if the initial delivery was free of charge for Customer.
 - h. Customer shall sign all appropriate and applicable paperwork required by Leica before accepting the Products
 - i. Customer shall ensure that all Products are safely and lawfully received, stored and used pursuant to all instructions provided by Leica as well as applicable laws and regulations.
 - j. Delivery is complete once the Products are unloaded at the address Customer provided. At that point, risk in the Products passes to Customer.
 - k. Customer will provide, without causing any material delay to Leica or our agents, safe and proper means of access to and egress from such place and suitable facilities for the unloading of the Products (including where reasonably required by Leica, the attendance of Customer representative at such delivery) ("**Delivery Conditions**"). If the Delivery Conditions are not met or no one is available at Customer premises to accept delivery of the Products, our courier shall follow its standard delivery procedures. If our courier confirms to us that any Product is unable to be delivered due to the Delivery Conditions not being met, we may, without refund and without any further liability to Customer, cancel the Contract and shall be entitled to dispose of or redistribute the Products as we see fit.
 - l. We shall not be liable in any way for any direct or indirect loss, damage or expense (including loss of profits and liability to third parties) suffered or incurred by Customer as a consequence of any delay in delivery.
 - m. Customer shall inspect all Products delivered immediately on receipt. Obvious defects of delivered goods must be reported to Leica in writing within two weeks after receipt of goods. In the case of a justified complaint Leica shall decide on exchange of defective goods or shall credit the contract price. If Customer wishes to make any claim in respect of any delivered Products Customer shall notify Leica in writing within two weeks of the date of delivery. If no such claim is received, we shall be released from any liability in respect of any damaged and/or missing Products.
5. Pricing, Costs And Payment
- a. All prices are listed in Canadian dollars (CAD). Prices quoted are exclusive of, and Customer agrees to pay, shipping and related fees and all excise, sales, use, personal property and other taxes or duties, except taxes based on Leica's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Leica prior to invoicing or such taxes or duties will be charged to Buyer; provided, however, if Leica does not collect such items from Customer and is later requested or required to pay the same to any taxing authority, Customer shall promptly make payment to Leica or directly to such taxing authority if requested by Leica.
 - b. Customer is responsible for all applicable federal and provincial taxes, including but not limited to Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as required by law. If Customer claims a tax exemption, valid documentation must be provided to Leica prior to invoicing. If Leica is later required to remit taxes not collected at the time of sale, Customer agrees to reimburse Leica or pay the taxing authority directly, as instructed.
 - c. In addition, if any governmental or regulatory authority imposes new or increased tariffs, duties, levies, or similar charges ("**Duties**") that affect the cost of manufacturing, supplying, or delivering the Products, Leica reserves the right to apply a corresponding surcharge. This surcharge will reflect the actual incremental cost incurred and will be clearly itemized on the invoice. In cases of substantial cost increases, Leica may adjust Product pricing with prior written notice to the Customer. The shipping costs are charged separately for each order and are based on the price stated on the product detail page. Shipping costs are dependent on the following specifications but not limited to, on the size, weight and the respective shipping method. The latter is at the discretion of Leica.
 - d. It is always possible that, despite our efforts, some of the Products may be incorrectly priced. We will normally check prices before accepting Customer Online Orders so that, where a Product's correct price at the time of Customer's Order is less than our stated price at that time, we will charge the lower amount. If the Product's correct price at the time of Customer's Online Order is higher than the price stated to Customer, we will contact Customer with instructions before we accept Customer's Online Order. If we accept and process Customer's Online Order where a pricing error is obvious and unmistakable and could reasonably have been recognized by Customer as a mispricing, we may end the Contract and refund Customer any sums Customer has paid.
 - e. We shall issue Customer an invoice for Customer's Online Order following the issuance of Customer's Online Order (an "**Invoice**"). Invoices shall be paid by Customer in cleared funds in accordance with the instruction set out on our Invoice no later than 30 days after the invoice date, and Customer shall pay any bank charges that are incurred in making such payment. If any such bank charges are applied to the sums received by us, Customer shall pay such additional amount to us as to ensure that we receive the full purchase price for the Products.
 - f. At any time and without notice, past due amounts under any Invoice may be offset by us against overpayments, credits or any other amounts due to Customer from us.
 - g. Payment methods accepted are credit card, bank and wire transfer. If Customer payment is not authorized, Customer Order will not be fulfilled.
 - h. Time for payment by Customer shall be of the essence of the Contract.
 - i. Customer shall reimburse us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
 - j. Customer shall not be entitled to set off any sum claimed against payments due to us under any Contract.

- k. The parties agree that the pricing in Leica's Confirmation Email properly reflects all discounts (including without limitation the value of any discounts, rebates, or other price concessions), and for medical products, such discounts or other reductions in price are intended to meet the discount exception to the applicable law. Customer agrees to properly report and reflect such discounts for products on cost reports or claims submitted to any provincial or federal healthcare program. Customer also agrees to retain invoices and other price documentation and make them available to federal and provincial officials upon request.
6. Retention Of Title
- Notwithstanding delivery of the Products or the passing of risk in them as set out in Clause 4, title in the Products shall not pass to Customer until:
 - Customer has paid Leica for the Products in full; and
 - no other sums are then outstanding from Customer to Leica on any account whether or not such sums have become due for payment.
 - Until title in the Products passes to Customer:
 - Customer shall hold them as our fiduciary agent and bailee, and keep them properly stored, protected and insured.
 - we shall be entitled at any time to require Customer to deliver the Products to us forthwith, failing which we may enter upon Customer premises or the third party's premises where such Products are stored and mark, identify and repossess such Products.
 - If Leica exercises any of the rights under Clause 6b, Customer right to dispose of, deal or in any way use Products in which title has not passed to Customer shall cease forthwith. This Clause 6c is without prejudice to any other rights and remedies available to us.
 - Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain of our property.
7. Disclaimers, Replacements And Refunds
- SUBJECT TO CLAUSE 11a BELOW AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS—WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—ARE EXCLUDED FROM THIS CONTRACT. THIS INCLUDES, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AS WELL AS ANY IMPLIED CONDITIONS THAT THE PRODUCTS WILL CORRESPOND WITH THEIR DESCRIPTION OR BE OF SATISFACTORY QUALITY, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, OR SALE BY SAMPLE. THIS EXCLUSION APPLIES EXCEPT WHERE SUCH WARRANTIES OR CONDITIONS CANNOT BE LAWFULLY EXCLUDED UNDER APPLICABLE PROVINCIAL SALE OF GOODS LEGISLATION.
 - Customer is solely responsible for ensuring that any work involving the Products, including but not limited to protocols, procedures, or quality checks, is carried out by qualified and competent personnel. Leica disclaims all liability, subject to Clause 11a, for any loss, damage, or claims arising from reliance on technical advice or guidance provided in relation to the Products, their use, or application.
 - Leica will not accept any returns of goods 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 request an RGA. A restocking fee of 20% may be charged for all goods returns. In the event Leica provides Customer with an RGA, such RGA will include an allocation of the return shipment costs as well as instructions for completing same. Leica will inspect the goods 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 goods must be in new condition and in the original packaging. Customer will be invoiced at Net 15 terms for all replacement products and credit will be issued upon receipt of returned goods to warehouse. Customized goods, software, third-party, or consumable goods or parts are not subject to return. Additionally, under no circumstances will Leica provide an RGA for any order accepted by Customer more than thirty days prior to making its RGA request.
8. Rights And Use Buyer represents it is buying goods for its own internal use only and not for resale or export. The foregoing does not apply to Leica's authorized third-party sellers. ATTO-TEC Products are intended for scientific research only. Resale of the products or goods containing one of the Products for industrial purposes is not permitted under any circumstance.
9. Warranty
- THIS WARRANTY IS THE COMPLETE AND EXCLUSIVE STATEMENT OF WARRANTY WHICH LEICA AGREES TO PROVIDE WITH RESPECT TO THE GOODS LEICA SELLS. THIS SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS AND NON-INFRINGEMENT, AND ALL PRIOR AND CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER, TO THE EXTENT PERMITTED BY LAW. NO EMPLOYEE, REPRESENTATIVE, PARTNER, OR AGENT OF LEICA, OTHER THAN AN OFFICER OF LEICA BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MODIFY THE FOLLOWING WARRANTY.
 - This section inclusive shall not apply if (but only to the extent that) different warranty terms have been agreed in the Agreement and/or the Products are covered by a warranty issued by a Third-Party manufacturer.
 - You are obliged to inspect the goods immediately and carefully, i.e. individually, for defects in quantity or quality. You must report all defects in writing immediately, but at the latest within two weeks of receipt of the products. Defects that cannot be discovered within this period, even after careful inspection, must be reported to Leica in writing immediately after discovery.
 - All claims under the warranties set out in this Section 9 must be made in writing and received by Leica within the relevant Warranty Period.
 - Limited warranty. All parts and equipment are warranted to be free from defects in workmanship and materials and will conform to Leica's published specifications (any product containing a defect in workmanship or materials to be a "nonconforming product") for the earlier of twelve (12) months from shipment or one (1) year from date of completion of assembly and installation by Leica (if applicable) ("warranty period"), except as specifically detailed below, when used 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. THIS LIMITED WARRANTY IS VOID OUTSIDE OF THE UNITED STATES AND CANADA. It is exclusively for the benefit of Leica's original customers and customers of Leica's authorized channel partners and cannot be transferred or assigned without Leica's express written agreement. Any repaired product or any product, spare part, replacement assembly, and/or subassembly furnished without charge to buyer during the warranty period to correct a

warranty failure is warranted until the later of the unexpired term of the warranty applicable to the repaired or replaced equipment or six (6) months after the return date of such repaired or replaced equipment. Subject to the foregoing, used or refurbished parts or equipment is provided as-is unless otherwise provided by Leica in writing.

a. **Special Warranties**

1. **CONSUMABLE PRODUCTS AS REAGENTS, REAGENT KITS AND OTHER BIOLOGICAL MATERIALS.** These Consumable Products are warranted only to conform to the quantity and content stated on the label at the time of delivery (i) to the carrier for shipment if shipped F.O.B. Shipping Point or (ii) to Customer if shipped F.O.B. Destination. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE CONSUMABLE PRODUCT. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. LEICA DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ABOUT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE.
 2. Subject to Sections 9a and 9b inclusive, Leica warrants that on delivery and until the earlier expiry of either (i) the specified shelf-life of the Consumable Products or (ii) twelve (12) months from delivery, the Consumable Products will materially conform with the Specifications on the label.
- d. **Warranty exclusions.** Limited warranty coverage does not include 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 good 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
- e. 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 good 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 Leica's goods (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.
- f. **Other warranty exclusions.** Software is not covered by the limited warranty, and Leica does not warrant that the products will operate uninterrupted or error-free. The limited warranty extends to buyer only and not to persons manufacturing, purchasing, or using buyer's products, nor does it extend to products not purchased from Leica or a Leica-authorized partner or products not bearing the "Leica" brand label. This warranty does not apply to any products not manufactured by Leica, including accessories or consumables purchased as part of the order. These items, as well as any third-party supplied items, may be covered by their manufacturer's warranty and any arrangements for service or replacement of such items must be made through that manufacturer. Leica will transfer any transferable manufacturer's warranty for any third-party manufactured goods sold by Leica.
- g. **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, 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 goods to Leica. Leica shall not be obligated to perform preventive maintenance, installation, deinstallation, relocation, table-rigging, or maintenance. Leica maintains a pool of products that may be loaned to buyer, at Leica's sole discretion, and subject to the availability thereof, to customers while products are being repaired pursuant to this limited warranty. Leica shall only be obligated to make this limited warranty 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.
- h. **Software Disclaimer.** Leica does not warrant that any software or firmware provided with the products will operate uninterrupted or be error-free, or that all defects will be corrected. Software is provided "as is" unless otherwise expressly stated in a separate software license agreement.

10. **Effect Of Default By Customer**

- a. If Customer does not pay in full when due, suspend payment, reject a delivery, compound or make any arrangement or assignment for its creditors' benefit, cease to trade, are the subject of a voluntary or involuntary filing or proceeding for insolvency, or of a petition for the appointment of an administrator, administrative receiver or liquidator over any of Customer assets, or such an appointment is made, or an order or effective resolution is made or passed for Customer dissolution, winding up or bankruptcy, or Customer enter into bankruptcy, liquidation or other form of insolvency, or we perceives Customer to be in financial difficulties, then all sums outstanding in respect of Products shall become payable immediately. Leica may in its absolute discretion and without prejudice to our other rights and remedies:
- i. cancel an Order submitted by Customer without liability upon our part;
 - ii. suspend all future deliveries of Products to Customer and/or terminate the Contract without liability upon our part;
 - iii. Leica may charge one and one-half percent (1.5%) or the highest rate allowed by law, whichever is lower, on overdue accounts.
 - iv. exercise any of our rights pursuant to this Clause 10.
- b. Unless we expressly elect otherwise, any Contract between Leica and Customer shall remain in existence notwithstanding any exercise by us of our rights under this Clause 10.
- c. If Customer payment is not authorized, Customer Order will not be fulfilled.
- d. Time for payment by Customer shall be of the essence of the Contract.
- e. Customer shall reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- f. Customer shall not be entitled to set off any sum claimed against payments due to us under any Contract.

11. **Liability And Indemnity**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LEICA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES—INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL—ARISING FROM OR RELATED TO THE USE, PERFORMANCE, OR SUPPLY OF ITS PRODUCTS OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF

- STATUTORY DUTY, OR OTHERWISE, EVEN IF LEICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEICA'S TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM AND IS INTENDED TO REFLECT A FAIR ALLOCATION OF RISK. LEICA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE CUSTOMER'S OR ANY THIRD PARTY'S OWN NEGLIGENCE, WILLFUL MISCONDUCT, OR FAILURE TO COMPLY WITH APPLICABLE LAWS OR INSTRUCTIONS FOR USE.
- b. FOR PRODUCTS PROVEN TO BE DEFECTIVE, LEICA'S SOLE OBLIGATION, AT ITS DISCRETION, IS TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE UPON RETURN OF THE PRODUCT. ALL WARRANTIES NOT EXPRESSLY STATED IN THESE TERMS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY CANADIAN LAW. THIS INCLUDES ANY IMPLIED WARRANTIES UNDER PROVINCIAL SALE OF GOODS LEGISLATION, UNLESS SUCH EXCLUSIONS ARE PROHIBITED BY LAW.
 - c. The customer agrees to indemnify and hold harmless Leica and its affiliates from any claims, losses, liabilities, or expenses (including reasonable legal fees) arising from the customer's breach of contract, misuse of Leica products, or violation of applicable laws. If Leica assumes the defense of such a claim, the customer agrees to cooperate fully.
12. Suspension; Cancellation
- a. The Customer may not cancel Orders for goods that have already left Leica Microsystems facility. To request cancellation within forty-eight (48) hours of receiving the Order Acknowledgement, the Customer must contact LMS-CustomerService@Leica-Microsystems.com. All other cancellations are subject to a 10% cancellation fee.
 - b. If the Customer fails to make timely payments or breaches any material obligation under this Agreement, and such failure continues for thirty (30) days after written notice from Leica, or if the Customer becomes insolvent, enters into an arrangement with creditors, or has a receiver appointed, Leica may, without limiting its other rights: i. Demand immediate payment of all outstanding amounts; ii. Suspend further deliveries or services; iii. Repossess unpaid goods and recover reasonable costs associated with doing so; iv. Uninstall any software provided under this Agreement; and/or v. Terminate this Agreement.
13. Intellectual Property Rights
- a. No warranty or representation is given by us that the Products do not infringe any Intellectual Property Rights of third parties.
 - b. We exclude all liability for any infringement of a third party's Intellectual Property Rights which may arise as a result of the handling or use of the Products.
 - c. The supply of the Products by us shall not confer any right upon Customer to use any of our Intellectual Property Rights, including (without limitation) patents and trademarks, and at all times such Intellectual Property Rights shall remain, as between Customer and us, our absolute property.
 - d. Customer shall neither alter any packaging provided with the Products nor obliterate or obscure any warnings or advice appearing on such packaging concerning the use, storage or disposal of the Products.
 - e. Except as set forth in these Terms, Leica grants no other right or license to Customer to the Products or any of our or our affiliates or licensors' Intellectual Property Rights. If Customer wish to use a Product for any purpose other than those set out in this Section, Customer must obtain an additional license from us and must contact licensing@Leica.com for further details.
14. Changes To These Terms And Conditions Leica may make changes to these Terms and Conditions from time to time. The Terms and Conditions applicable at the time of Customer Order will apply to that Order. Please check these Terms and Conditions regularly to ensure that Customer understand the Terms and Conditions that apply at the time that Customer access and use the Website and/or order Products.
15. Severability Each of the Clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
16. Waiver If Leica fails to insist that Customer perform any of Customer obligations under these Terms and Conditions, or if Leica does not enforce our rights against Customer, or if Leica delays in doing so, that will not mean that Leica have waived our rights against Customer and will not mean that Customer do not have to comply with those obligations. If Leica does waive a default by Customer, we will only do so in writing, and that will not mean that we will automatically waive any later default by Customer.
17. Force Majeure
- a. We shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "**Force Majeure Event**" means any event beyond our reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), difficulties in obtaining raw materials, labor, fuel or parts, failure of energy sources or transport network, acts of God, extremes of weather, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics, public health emergencies, or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors or other causes beyond the performing party's reasonable control, whether similar or dissimilar to any of the foregoing.
 - b. If a Force Majeure Event takes place that affects the performance of our obligations under the Contract: we shall contact Customer as soon as reasonably possible to notify Customer; and our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects our delivery of Products to Customer, we will arrange a new delivery date with Customer after the Force Majeure Event is over. Any such delay or failure on our part which is due to a Force Majeure Event shall not affect Customer obligation to pay for Products already delivered.

18. Variation Except as set out in these Terms and Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by us.
19. Export Regulations. Customer specifically represents and warrants to Leica that it is aware that products and technical data supplied by Leica may be subject to multi-jurisdictional Export Control and Sanctions regulations including, but not limited to, the laws/measures of the United Nations, United States (e.g. the Export Administration Regulations administered by the United States Commerce Department Bureau of Industry and Security, the International Traffic in Arms Regulations, and the regulations and sanctions administered by the United States Treasury Department's Office of Foreign Assets Control), Member States of the European Union, United Kingdom, China, and Singapore (collectively "Export Control Laws"), and agrees to comply with all such applicable restrictions regarding exports, re-exports and in-country transfers including obtaining any required U.S. or other country licenses, authorizations, and/or approvals. Customer represents and warrants to Leica that Customer shall comply with all such local, national, and other laws and regulations of all jurisdictions globally relating to export controls, sanctions and similar matters which are applicable to Customer's business activities in connection with this Agreement and will take no action that will cause Leica to violate any such laws.

Customer further represents and warrants that it will provide Leica with the information necessary for Leica to perform required analysis and due diligence and where necessary seek export authorizations and/or to ensure compliance with Export Control Laws. On receipt of products or technical data, Customer agrees that it 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, and that it will not sell, transfer, export or re-export Leica's products or technical data for any prohibited use in contravention of above Export Control laws, including for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles capable of their delivery, nor use Leica's products or technology in any facility which engages in activities relating to such weapons.

20. Data Privacy

Insofar as personal data is transmitted to Leica, the Buyer is responsible for ensuring that the collection and transmission of such data complies with all applicable U.S. privacy laws, including but not limited to the California Privacy Rights Act (CPRA) and any other relevant state or federal regulations.

Where either party processes personal data on behalf of the other, or where both parties jointly determine the purposes and means of processing such data, the parties agree to enter into all necessary data protection agreements. This includes, where applicable, Data Processing Agreements (DPAs) and agreements governing joint controllership, in accordance with applicable U.S. legal requirements.

In the context of handling personal health information (PHI), the parties further agree to comply with all applicable obligations under HIPAA and to execute Business Associate Agreements (BAAs) or equivalent contracts where required to ensure lawful processing, safeguarding, and cross-border transfer of such data.

21. Confidentiality

- a. Customer and we each undertake that neither Customer nor we shall for a period of three years following conclusion of an Order, disclose to any person any confidential information concerning our respective business, affairs, customers, clients or suppliers, except as permitted by Clause a.
- b. Each of Customer and us may disclose the other's confidential information: to our (and in the case of us, our affiliates') respective employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. Each of Customer and us shall ensure that our (and in the case of us, our affiliates') respective employees, officers, representatives, contractors, subcontractors or advisers to whom each of us discloses the other's confidential information comply with this Clause 21; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither Customer nor we shall use any of the other's confidential information for any purpose other than to perform its obligations under the Contract.

20. Notices All notices sent by Customer must be sent to the attention of the Legal Counsel at the address stated on the website homepage and delivered via email, fax, or certified mail, return receipt requested, or a nationally recognized delivery service with signature of the recipient required. Notices shall be deemed effective upon receipt

21. Entire Agreement The Contract and the documents referred to herein constitute the entire agreement and understanding of the parties relating to the subject matter of such Contract and supersedes any previous agreement or understanding between the Parties in relation to such subject matter. Each party acknowledges that in entering into a Contract it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of such Contract at any time before its conclusion (together "**Pre-Contractual Statements**"), other than those which are set out in such Contract.

22. Rights Of Third Parties THESE TERMS AND CONDITIONS ARE MADE BETWEEN CUSTOMER AND US. NO OTHER PERSON SHALL HAVE ANY RIGHTS TO ENFORCE ANY OF ITS TERMS.

23. Governing Law And Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties agree to the exclusive jurisdiction of the state and federal courts located in Delaware for the resolution of any disputes arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Each party knowingly and voluntarily waives any right to a trial by jury in any legal proceeding arising out of or relating to this Agreement, whether sounding in contract, tort (including negligence), or any other legal theory, to the fullest extent permitted by applicable law. Any claim or cause of action arising out of or related to this Agreement must be brought within one (1) year after the event giving rise to the claim or the delivery date of the goods or services, whichever is earlier. If Leica Microsystems substantially prevails in any dispute, the Customer shall reimburse Leica for its reasonable legal fees and collection costs incurred in connection with such dispute..

