

LEICA MICROSYSTEMS GENERAL CONDITIONS OF WARRANTY

1. **Warranties.** 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.
 - a. **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 thirteen (13) 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 U.S.A. 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.
 - i. **Widefield Microscopes:** The Warranty Period shall be (a) five (5) years for objective and singular lenses within the system that function as a lens (Optical) or non-electrical components that provide movement to the system (Mechanical) and (b) one (1) year for any component that is controlled by electricity (Electrical), assemblies containing optics but which are controlled by electricity (Optical Electrical), assemblies containing motorized parts that are controlled by electricity (Electro-mechanical), or wear-related components, which are those that experience normal wear and tear from intended or standard use (e.g., light bulbs). The period described in (b) will be extended by a period of six (6) months upon registration of the good(s) online at www.leica-microsystems.com/warranty-registration/ if and only if registration is completed within ninety (90) days of delivery.
 - ii. **Lasers:** The Warranty Period shall be one (1) year generally. The Warranty Period shall be two (2) years for White Light Lasers (WLL) and Stimulated Emission Depletion (STED) lasers sold with STELLARIS Confocal equipment.
 - b. **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 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.
 - c. **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.
 - d. **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 preventative 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 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.