

LEICA BIOSYSTEMS WARRANTY POLICY

This Warranty Policy applies to goods and/or services sold by the Leica Biosystems Division of Leica Microsystems Inc. or its Leica Biosystems corporate affiliates (“Affiliate”). The Leica selling entity is hereinafter referred to as “Leica”. *This Warranty Policy does not apply to goods or services sold by the Leica Microsystems division of Leica Microsystems Inc.* These warranties are provided only to buyers that purchase products directly from Leica or a Leica authorized reseller, and are not transferable.

1. **Equipment Warranty.** Leica warrants for 12 months from delivery that all new equipment and other hardware and accessories will conform to Leica’s published specifications and be free from manufacturing defects in material and workmanship. However, the warranty period for Leica authorized third party sellers is the earlier of one year from delivery to end user or 15 months from delivery third party seller. Leica will pass through transferable manufacturer’s warranties for any equipment not manufactured by Leica. Used or refurbished equipment is provided AS-IS unless otherwise provided by Leica in writing. Leica may use refurbished materials for all repairs.
2. **Equipment Repair Parts Warranty.** Leica warrants for 12 months from delivery that equipment repair parts (parts, components and assemblies necessary to return equipment to, or keep equipment in, working condition) will conform to Leica’s published specifications and be free from defects in workmanship and materials, only if the equipment repair parts are installed by Leica or a Leica authorized provider. Otherwise, equipment repair parts are sold AS IS. If a warranted purchased equipment repair part is replaced, the warranty for the replacement equipment repair part will extend until the end of the warranty period for the replaced part. If an equipment repair part is provided to correct a warranted failure of equipment, the warranty for the equipment repair part will extend until the end of the warranty period for the equipment.
3. **Equipment Accessories Warranty.** Leica warrants that its equipment accessories, which includes syringes, probes, filters, tubing and other buyer replaceable peripheral items used with the equipment, will conform to Leica’s published specifications and will be free from defects in workmanship and materials at the time of shipment.
4. **Supplies/Consumables Warranty.** Leica warrants that its supplies and consumables, which includes reagents, controls, waxes, slides, cassettes and other similar consumable type products with a use by date, will conform to Leica’s published specifications and will be free from defects in workmanship and materials through the stated “use by date” appearing on the container.
5. **Software Warranty.** Leica warrants for 12 months from delivery that its software will perform substantially in accordance with Leica’s published specifications and any accompanying user documentation when used under normal operation and maintenance conditions. ANY THIRD-PARTY SOFTWARE, PROVIDED WITH THE SOFTWARE, AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE, ARE SUPPLIED ON AN “AS IS” BASIS WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EITHER EXPRESS OR IMPLIED. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.
6. **Services Warranty.** Leica warrants for a period of ninety (90) days after performance that its services will be performed in a workmanlike manner.
7. **Third Party Goods.** Leica will flow down any transferable manufacturer’s warranties for any third party manufactured goods sold by Leica.
8. **Warranty Exclusions.** 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) adverse power or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or other causes beyond the reasonable control of the Leica, (iv) absence of any product, component, or accessory recommended by Leica but omitted or removed at Buyer’s direction, (v) any misuse, alteration or damage to the good by persons other than Leica, (vi) combining Leica’s goods with any product furnished by others, or incompatible with Leica goods, where such combination causes failure of or degradation to performance of Leica’s goods (including the substitution of any reagent not authorized by Leica), (vii) improper or extraordinary use, improper maintenance, failure to comply with any applicable instructions or user manuals; or (viii) if servicing, repair or movement/re-location of equipment was attempted by anyone other than Leica authorized providers. Leica is not responsible for and bears no liability for malfunction or inoperability of equipment, software, firmware, accessories or other hardware resulting from (i) changes to or decommitment of operating systems or other applications by any original equipment manufacturer, (ii) introduction of a virus or other malware caused directly or indirectly by Buyer, or (iii) inoperability or incompatibility with any Buyer network or any attempted use of software or firmware on a workstation for which same is not expressly licensed or permitted, whether or not acquired from Leica. Leica will determine if any of the warranty exclusions in this section apply, in its sole but reasonable discretion.
9. **Warranty Services.** Should any failure to conform to the warranty appear within the applicable warranty period (or 30 days after shipment for equipment accessories), Buyer must promptly notify Leica in writing. Within a reasonable time thereafter and subject to the other provisions herein, Leica will make the necessary repairs at its expense after confirmation that the non-conforming goods were stored, installed, maintained and used in accordance with its recommendations, accompanying documentation, published specifications and standard industry practice. Warranty services will be performed at the location of the goods if services cannot be provided remotely or equipment is not a depot repair product which must be shipped to Leica for repair. Buyer will ship the goods at Leica’s expense to Leica for repair and/or replacement after obtaining a valid Return Material Authorization number. Warranty services will be performed during Leica’s local business hours. After-hours service may be available upon request at an additional charge. While commercially reasonable efforts will be made to render services promptly, Leica makes no guarantees for response times or uptime.
10. **Disclaimer.** The foregoing warranties are exclusively given to the Buyer and are in lieu of all other warranties, whether written, oral, express, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. NO EMPLOYEE OR AGENT OF LEICA, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.
11. **Buyer’s Remedies.** If Leica is unable to repair warranted goods after a reasonable number of attempts, Leica will provide, at its option, (i) new or used replacement goods provided Buyer returns the non-conforming goods; or (ii) a refund of the purchase price depreciated in accordance with standard accounting principles. These remedies are conditioned upon Buyer promptly notifying Leica as required in these Terms of any defect or nonconformance and making the good available for correction at a mutually agreed-upon time. THIS SECTION 11 CONTAINS BUYER’S EXCLUSIVE REMEDIES AND LEICA’S SOLE OBLIGATIONS FOR BREACH OF WARRANTY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.