1. Agreement
This Post-Warranty Service Agreement (“Agreement”) is between the customer (“Customer”) identified in the Quotation (as defined below) incorporated herein and Leica Biosystems Division of Leica Microsystems (SEA) Pte Ltd (“Leica”). By submitting a purchase order for post-warranty services including support, repair or maintenance (“Services”), as applicable, Customer agrees to the following terms and conditions. Any other terms and conditions submitted by the Customer on any purchase order are hereby expressly excluded. In the event of a conflict between the terms of the Quotation and the Agreement, the terms of the Quotation will prevail to the extent of the inconsistency.

2. Definitions
“Contract Period” shall mean the time period of coverage for the applicable Services as set forth for each Product(s) on the Quotation.
“Hardware Upgrades” shall mean an enhancement to improve Product performance, safety, or functionality that may be subject to additional fees.
“Order” shall mean any transactional document or purchase order under which Customer may purchase a Service Package for a Product. All Orders are subject to the terms and conditions in this Agreement.
“Preventative Maintenance” means the scheduled standard maintenance inspections provided on a Product.
“Product” shall collectively refer to and include the following: “Consumables” which include disposable materials and other Products which may be used in conjunction with Hardware; “Hardware” means the equipment, system, or other instruments provided and/or manufactured by Leica and all console firmware or software embedded therein; “Reagents” means liquid materials in its application state which may be used in conjunction with Products; and “Software” means all programs, routines, codes, compilers, applications, tools, algorithms, APIs and development kits, in whatever form or format Leica designates to provide.
“Quotation” shall mean the proposal for Services issued by Leica to Customer, which sets forth pricing, Service Package selections and applicable Contract Periods for each Product which incorporates these Services Terms and Conditions.
“Service Request” shall mean a customer initiated request for assistance to Leica technical support using established methods of communication including; email, phone, or web based notification.
“Service Package” shall mean the complete service offering set forth in the Quotation. Service Packages may be subject to change or customization, at Leica’s sole discretion.
“Software Updates” shall mean bug fixes, patches, and minor enhancements to the Software currently licensed to Customer that are provided to Customer at no charge during the Contract Period.
“Software Upgrades” shall mean functionality beyond existing Software applications currently licensed to Customer and may be subject to additional fees.
“User Maintenance” shall mean and include all standard and routine operator maintenance required to be performed by Customer as set forth in the applicable Leica user manual provided with or made available for each Product.

3. Technical and On-site Support
Leica (or its authorized service agent) will provide Services Monday through Friday, excluding Leica observed holidays, during normal working hours of 8:30am to 5:00pm local time. Subject to the availability of personnel, after normal working hours of 8:30am to 5:00pm local time. Subject to the availability of personnel, after normal working hours of 8:30am to 5:00pm local time. Subject to the availability of personnel, after normal working hours of 8:30am to 5:00pm local time. Subject to the availability of personnel, after normal working hours of 8:30am to 5:00pm Leica performing any Services, Customer will provide Services Monday through Friday, excluding Leica observed holidays, during normal working hours of 8:30am to 5:00pm local time. Subject to the availability of personnel, after normal working hours of 8:30am to 5:00pm local time. Subject to the availability of personnel, after normal working hours of 8:30am to 5:00pm Leica performing any Services, Customer will provide Services Monday through Friday, excluding Leica observed holidays, during normal working hours of 8:30am to 5:00pm local time. Subject to the availability of personnel, after normal working hours of 8:30am to 5:00pm during the Contract Period.

4. Additional Services
Services which are not otherwise included in a specific Service Package, such as (but not limited to) relocation services, are available for purchase under separate contract.

5. Eligibility
In the event that there has been a gap of Leica service coverage for any Product for a period greater than thirty (30) days, such Product may be subject to inspection, certification, and up-front Preventative Maintenance, at Customer’s expense, to ensure that such Product meets Leica’s standards for maintenance and support. Leica, at its sole discretion, shall determine Product eligibility for service.

6. Customer Responsibilities
During the Contract Period, Customer shall:
(a) Ensure that the Product is operated at all times by users who have received Product training in accordance with the applicable Leica User Manual.
(b) Perform all required User Maintenance and schedule annual Preventative Maintenance visits with Leica.
(c) Notify Leica immediately through Leica’s established methods of communication of any Product malfunction and provide a full description of the issue.
(d) Provide Leica with notice of its intent to move a Product.
(e) Grant Leica remote access to provide remote support.
(f) Maintain and update computer virus definitions as damages resulting from computer related viruses are excluded from this Agreement.

7. Service Visit Requirements
Prior to Leica performing any Services, Customer shall use its best efforts to:
(a) Provide Leica full and free access to the Products requiring Services at the time(s) scheduled.

8. Pricing
(a) Fees. All Service fees, as set forth on the Quotation, shall remain firm for the duration of the Contract Period. Fees shall be invoiced for additional Services as required.
(b) Payment. Payment is due net thirty (30) days from the date of invoice unless otherwise indicated on the Quotation.
(c) Default in Payment. If Customer fails to make any payment to Leica on the relevant payment due date, Leica shall be entitled to charge for a late payment interest at the discount rate charge by HSBC plus three percent (3%) per annum or highest rate allowed by law, whichever is higher, on overdue accounts. Upon default, without prejudice and in addition to such other rights Leica may have under this Agreement and any applicable laws, Leica shall be entitled to (i) suspend the supply of all Products and/or Services not otherwise included in a specific Service Package but not fully paid for by the Customer and (ii) reimbursement of all out-of-pocket and consequential expenses incurred by Leica in collecting any payments (plus the applicable interests) due, including (but not limited to) any attorneys’ fees and collections fees. In addition, Leica shall have the right to demand advance payment for future orders or to require irrevocable and confirmed letters of credit to be opened. For the avoidance of doubt, Leica will not be liable to the Customer for any losses and damages suffered by the Customer arising out of the suspension due to the Customer’s default.
(d) Taxes. All Service fees are exclusive of any applicable, sales tax, goods and services taxes, value added tax, or any similar taxes or other charges. Customer is responsible for all taxes, duties, fees and expenses imposed by federal, state or local governmental entities, applicable to the Services furnished hereunder or in lieu thereof. Customer shall provide Leica with a tax exemption certificate acceptable to and considered valid by the applicable taxing authorities.

9. Termination
(a) This Agreement shall be effective and shall continue in full force and effect throughout the Contract Period, unless otherwise terminated in accordance with the terms and conditions of this Agreement.
(b) For Material Breach. Termination of this Agreement by either party will be permitted in the event of a Material Breach that if possible, to cure, remains uncured sixty (60) days after written notice by the non-breaching party to the alleged breaching party. A “Material Breach” is defined as (a) the failure of a party to fully comply with its obligations under this Agreement; (b) the making of assignment for the benefit of creditors by a party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against a party; and (d) insolvency of a party.
(c) Biohazard Contamination. In the event a Product comes in contact with an agent classified Biohazard Level II or above by the Singapore Ministry of Health. Customer shall immediately notify Leica and Leica, at its sole discretion, shall determine whether a remedial course of action to provide Services is acceptable.
(d) Beyond Repair. In the event that Leica determines that the cost to repair a Product exceeds its fair market value, Leica has the sole right to terminate this Agreement. In such instance, Leica may refund, after deducting all costs and expenses incurred by Leica in performing the works up to the effective termination date, the unutilized portion of the fees already paid by Customer during the applicable Contract Period.

10. Standard of Service
Leica represents and warrants that the Services provided under this Agreement will be performed in a workmanlike and professional manner with reasonable skill, care and diligence, all in accordance with standard industry practices and in compliance with all applicable laws. All Services shall be provided by an authorized Leica representative subject to the fees set forth under the applicable Quotation. Performance of services shall be warranted for thirty (30) days and repair parts, shall be warranted for a period of ninety (90) days or the balance of the Contract Period, whichever is longer. Customer’s sole remedy for breach of warranty shall be a re-performance of the Services. Leica does not warrant that the Services will render a Product to be error free or that continued use and operation of the Product will be uninterrupted. The foregoing warranties are exclusive and 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.

11. Exclusions
(a) Service support shall not apply to any defect or performance deficiency on a Product (including failure to conform to Product descriptions or specifications) or damage thereto which results, in whole or in part, from: (1) neglect, abuse, misapplication, accident, improper storage or handling of the Product by Customer, its employees, agents, or contractors; (2) failure of
Customer to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Leica; (3) adverse power conditions or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or sprinkler system failure, lightening, static electricity, fire, storm, vandalism, water damage, or other casualty beyond the control of Leica or its representatives, acts of God, of damage; (4) accident or acts of insurance; (4) absence of any Product, component, or accessory recommended by Leica but omitted or removed at Customer’s direction; (5) any misuse, alteration or damage to the Product by persons other than Leica; (6) the combination, operation, or use of Products with hardware, software, and/or consumables not supplied and/or authorized in writing by Leica; (7) improper or extraordinary use of the Product, incorrect maintenance of the Product, fault in the Product or failure to comply with any applicable instructions or user manuals provided by Leica; (8) any servicing performed, repairs attempted, or Product relocation by personnel not authorized in writing by Leica; (9) any modification, alteration, or variation to Product to comply with the requirements or regulations of any governmental body or agency; (10) any change to operating system software (“OS”) including the third-party original equipment manufacturers’ discontinuance of support of the OS (i.e., Microsoft). Customer is responsible for expenses associated with changes to the OS, including software license fees. Hardware modifications and/or additional Hardware costs and technical support fees associated with implementing a superseding OS. In the event that Customer elects to continue using an unsupported OS, Customer shall do so at its own risk and expense, and Leica shall have no obligation to support Product failures proximately resulting from the unsupported OS.

13. Replacement Parts
Leica, at its sole discretion, will determine if replacement parts are required and reserves the right to use refurbished material or parts for repairs of Product under this Agreement. Warranty of refurbished parts is not limited compared to new parts. Labor to install any replacement parts is included as part of the Service Package. All parts which become subject to removal and replacement shall become the property of Leica. Consumables and Reagents are not eligible for replacement under this Agreement.

14. Limitation of Liability
EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL LEICA BE LIABLE TO CUSTOMER OR ANY OTHER PERSONS, ORGANIZATIONS, OR CORPORATIONS FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, DOWNTIME OR UNAVAILABILITY OF A PRODUCT AS A RESULT OF A MALFUNCTION, MAINTENANCE OR REPAIR, OR PROPERTY DAMAGE INCURRED BY THE OTHER PARTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF LEICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT OF LIABILITY, LEICA’S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY LEICA GIVING RISE TO THE CLAIM. Leica’s rights and remedies in these terms are in addition to, and not in lieu of, any other rights or remedies Leica may have at law or in equity.

15. Remedies
Without limiting its remedies under existing law, Leica may, in the event of a Material Breach by Customer, and in its sole discretion, pursue any or all of the following remedies: (a) suspend or cancel its performance hereunder, including any pending Services; (b) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing (c) terminate this Agreement without additional liability or obligation to Customer; (d) seek any other cumulative remedies at law or in equity or (e) exercise any and all rights and remedies available to a secured creditor under the applicable laws. The foregoing remedies are cumulative, and may be exercised by Leica, in whole or in part, at Leica’s sole discretion. The substantially prevailing party shall be entitled to its attorneys’ fees, costs, and expenses (including expert expenses) in connection with any claims, cause of action or litigation.

16. Compliance
Customer shall comply fully with all applicable laws, rules and regulations, including those of the United States, Leica’s home country (if not the United States), and any and all other jurisdictions generally which apply to the use of the Instrument(s) and/or Customer’s business activities in connection with this Agreement.

17. Governing Law
This Agreement is governed by and construed in accordance with the laws of Singapore, without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the Singapore courts. The United Nations Convention on