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TERMS AND CONDITIONS

- 1. Agreement :** These terms and conditions, together with the Quote provided by Leica Biosystems , A Division of DHR Holding India Pvt Ltd.(if any), creates the entire contract between Leica Biosystems a unit of DHR Holding India Pvt. Ltd and Customer with respect to Customer's purchase, and Leica Biosystems a unit of DHR Holding India Pvt. Ltd's supply, of the Instrument (the "Agreement"). All other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification, or other document) are expressly excluded from the Agreement.
- 2. Definitions.** As used herein and as applicable to all Orders placed under this Agreement: shall mean the time period of coverage for the applicable Services & Supply as set forth for each Instrument and Consumables on the applicable Quote provided with these terms and conditions. "Customer" shall mean the customer receiving the Services & Product (S) as identified on the attached Quote. "Leica Biosystems" shall mean DHR Holding India Pvt. Ltd., for the purposes of Services performed in India. "Order(s)" shall mean any transactional document or purchase order under which Customer may purchase a Leica Biosystems's Products and which incorporates these terms and conditions. "Consumables" means the disposable materials, reagents, and other Products which may be used in conjunction with Leica Instruments. "Instrument(s)" means the equipment, system, or other instruments provided and/or manufactured by Leica Biosystems and all operating systems or other software which may be embedded therein; "Product(s)" shall collectively refer to and include Consumables, Instruments, and/or Software. "Software" means any and all proprietary computer programs, operating software, firmware, or other software applications which are either embedded into an Instrument or provided as an application licensed to Customer hereunder. "Quote" shall mean the proposal for Product(S) issued by Leica Biosystems to Customer, which sets forth pricing
- 3. Limited Warranty**
Leica Biosystems represents and warrants that the Services provided under this Agreement shall conform to Leica Biosystems's standards and that the parts supplied hereunder shall conform to Leica Biosystems's specifications. Except where expressly accepted in these terms and conditions, all warranties (including without limitation any implied warranties of satisfactory quality, merchantability or fitness for a particular purpose), conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law in connection with the Instrument Services (including without limitation any relating to performance, care and skill or compliance with representations) are, to the fullest extent permitted by law, excluded from the Agreement. Instrument Services do not cover replacement of parts or repairs for defects and damage resulting from: (a) Neglect, carelessness, or misuse including without limitation any use which is not in accordance with the instructions issued with the Instrument or its operating manuals, product documentation, and other appendices supplied by Leica Biosystems, or improper or inadequate maintenance of the Instrument; (b) modification or repair of the Instrument other than by Leica Biosystems or a party authorized by Leica Biosystems to perform such modifications or repairs; (c) installation of any software or hardware, or use in combination with software or products that Leica Biosystems did not supply to authorize to be used with the Instrument; (d) any electrical surges or voltages exceeding those outlined in the user manual or installation guide, or any damage caused by computer viruses or hackers; (e)) transportation or relocation of the Instrument by any party not authorized or approved by Leica Biosystems; (f) any other defects /damage due to Infrastructural , Pest , Natural Disaster resulting from the use of the Instrument or any Leica Biosystems Products outside of standard user manual or usage guidelines identified on the product documentation supplied by Leica Biosystems; and (g) any other defects or damage not caused by Leica Biosystems . Any computer hardware is only covered if purchased directly from Leica Biosystems. Failure of, damage to, or damage resulting from the use of a computer not supplied by Leica Biosystems is not covered by the Instrument Services. (h) No claim on account of wrong delivery or wrong quantities shall be entertained unless made in writing immediately upon discovery, but in any case, not later than one calendar month after the date of the invoice.
- 4. Shipment.** Delivery terms By Air Freight, CIP. In either case, Buyer shall assume all risk of loss or damage upon delivery by Seller to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of Seller's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Any Product not properly and timely rejected by the Purchaser shall be deemed accepted. To reject a Product, Purchaser must notify Leica Biosystems in writing within 30 days of receipt of the Product, obtain a Return Material Authorization number, and promptly return the rejected Product to Leica Biosystems, freight collect. Leica Biosystems shall promptly replace the rejected Product with conforming Product. Seller shall not be liable for any damages caused by failure or delay in shipping the goods described herein, if such failure or delay is due to any war, embargo, riot, fire, flood, accident, mill condition, strike or other labor difficulty, an act of Buyer, an act of God, epidemic, pandemic, an act of a governmental authority, transportation shortage or failure, inability to obtain sufficient fuel, labor, materials or manufacturing facilities, or any other cause beyond the reasonable control of Seller.
- 5. Country of Origin:** Germany/ China/ Australia/ USA/ UK.
- 6. Installation & Training:** Installation will be done by Leica Certified Engineers without any additional cost.

7. **Importing Expenses & Clearance:** Leica Biosystems is solely responsible for payment of all import expenses, duties, satisfaction of the respective licensing requirements, and compliance with all Government Action and all other applicable laws, regulations and standards, which are required by any governmental authority to whose jurisdiction customer is subject or which has jurisdiction over the place to which goods are shipped.
8. **Payment Terms**
The Customer shall make all payments due under the Contract without any on whether by way of set-off, counterclaim, discount, abatement or otherwise. Leica Biosystems reserves the right to charge Customer, in addition to other amounts payable hereunder, any costs reasonably incurred by Leica Biosystems (including without limitation, legal costs and fees of debt collection agencies) in recovering any amounts due to Leica Biosystems from the Customer pursuant to the Contract. Leica Biosystems may appropriate sums received from the Customer against any debt due to Leica Biosystems from the Customer (under this or any other Agreement), irrespective of any purported appropriation by the Customer. If the customer fails to pay an invoice or any part of such invoice as per the payment mentioned above, then Leica Biosystems (a division of DHR Holding) will be entitled to charge the Purchaser a late fee to all amounts due at the **rate of 2% per Month** from the date due until the date of payment of such invoiced amount. Further, the customer shall also reimburse Leica Biosystems (a division of DHR Holding) the costs of recovery of such amounts or any part thereof in relation to the outstanding invoice amount Recovery Costs, including but not limited to reasonable attorney's fees and disbursements incurred by Leica Biosystems (a division of DHR Holding). Leica Biosystems (a division of DHR Holding) also reserves the right to withhold all services until such invoiced amounts, including any late fee, Recovery Costs and all associated costs, have been fully paid up by the Purchaser. Notwithstanding anything contained to the contrary in the Invoice or otherwise, this clause shall in no way limit or prejudice any other rights and remedies available to Leica Biosystems (a division of DHR Holding), whether arising under this invoice or at law or in equity."
9. **Acceptance of returned Products:**
Leica Biosystems shall not be required to accept products returned by purchaser, but may do so as an exception, subject to its prior agreement in writing. Always provided that returned products were dispatched by Leica Biosystems no more than four calendar months earlier, acceptance shall be strictly limited to undamaged brand- new standard products in their original packing, i.e. products not modified at customer's request. Products returned without Leica Biosystems prior agreement will be sent at customer's risk and charge.
10. **Limitation of Liability.** To the maximum extent permitted by applicable law, Leica Biosystems will not be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, punitive, multiple, exemplary, or consequential damages (including but not limited to costs of cover. Lost profits, lost data, loss of business, loss of goodwill or loss of revenue) that Customer might incur under the agreement, or that may arise from or in connection with Leica Biosystems's products or services, even if Leica Biosystems had notice of the possibility of such damages. Leica Biosystems will not be liable for any loss or injury that is the result of instrument, equipment, or product error or failure of an instrument, equipment, or other product to perform in accordance with its specification, Leica Biosystem's total cumulative liability in connection with these service terms, any service plan, or instrument services, including without limitation any services rendered thereunder, or breach thereof or failure to perform in contract ,tort, warranty, or otherwise, will not exceed the amount of fess customer paid Leica /Biosystems or the specific service plan or instrument services that give rise to customer's claim. Nothing in these terms and conditions excludes or limits the liability of Leica Biosystems for (i) the personal injury or death of any person(s) or damage to any property (except as excluded hereafter) solely and directly attributable to the negligent acts or negligent omissions of Leica Biosystems, its agents or employees while on the premises of the Customer and arising out of services provided herein, or (ii) to the extent prohibited by law. Customer expressly waives any and all claims against Leica Biosystems (regardless of cause) for all loss or damage resulting from any peril customarily insured under primary and extended coverage insurance policies and for all consequential damages due to loss of profit, loss of goodwill or interruption and/or loss of business or any other cause whatever.
11. **Compliance with Laws.** The Parties agree to comply with all applicable laws, including. U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010 ("UKBA"), the anti-corruption laws of India (Prevention of Corruption Act, 1988 as amended), and any other applicable laws and that neither Leica Biosystems nor the Customer shall engage in any bribery, extortion, kickbacks, nor other unlawful or improper means of conducting business in connection with this Agreement. Breach of any of the aforementioned shall entitle either party to terminate the Agreement immediately.
12. **General.** Leica Biosystems is not responsible for failure to fulfill its obligations under this Agreement from causes beyond its control. The Customer shall not assign any this Agreement or any part thereof without the written consent of Leica. Leica Biosystems may assign the Agreement or any part thereof to any of its affiliated companies and its successors. Leica Biosystems shall be entitled to sub-contract any part of the Instrument Services to be provided hereunder. Each right or remedy of Leica Biosystems under this Agreement is without prejudice to any other right or remedy of Leica Biosystems whether under the Agreement or not. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Agreement but the legality, validity, and enforceability of the remaining provisions of the Agreement shall not be affected. Leica Biosystems reserves the right to announce publicly that it is providing Instrument Services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld. Any waiver by Leica Biosystems of any breach of, or any default under, any provision of any Agreement by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms or conditions of the Agreement. This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.
13. **Confidentiality.** Both parties shall use reasonable endeavors to keep confidential for a period of five (5) years from the date of the Agreement any confidential information (oral or written) provided or disclosed by or on behalf of the other. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, which was independently developed, or which is required to be disclosed in order to comply with a legal requirement.

14. **Validity.** The sales price(s) for the Products will be the listed in the Quote of Leica Biosystems in effect at the time of shipment. The Quotes are subject to change at any time prior to acceptance of an Order and expire **ninety (90)** days from the date of this Agreement.
15. **Dispute.** In case of any dispute or differences arising out of or in connection with this contract, the same shall be resolved in accordance with the provisions of The Arbitration and Conciliation Act 1996 and only the courts at **Mumbai** shall have jurisdiction in all the matters. The Laws of India shall apply.