

Conditions for Loan of Instruments and Equipment for Demonstration Purposes – Distributors / Dealers / Resellers (“Channel Partner”)

1. Leica Microsystems Limited (“Company”) remains the owner and retains unrestricted title to the instruments and equipment until they are sold and fully paid.
2. Goods for demonstration consignment shall be ordered in writing (Purchase Order) to Company, stating reason of loan (exhibition, demonstration, etc.).
3. By accepting shipment of demonstration consignment, the Channel Partner assumes full responsibility for the instruments and equipment and becomes liable towards Company until the instruments and equipment are returned to Company in good condition or until the instruments and equipment are sold.
4. The Channel Partner shall inform Company of defects or damages in writing within 3 working days of delivery at the agreed location, failing which the instruments and equipment are deemed accepted in good order.
5. The Channel Partner is responsible for maintaining the instruments in good condition.
6. The Channel Partner should use original packing for return shipment.
7. The Channel Partner shall follow strictly all shipping instructions of returning consignment and any expenses incurred due to not following Company’s instructions shall be borne by the Channel Partner.
8. In the event the logistics service provider and/or customs broker nominated and/or appointed by Channel Partner are not up to the expectation of the Company, Company has full rights to instruct Channel Partner to use the logistics service provider and/or customs broker nominated and/or appointed by the Company.
9. The Channel Partner shall inform of any delay in returning the goods later than the date stated on the consignment invoice. Failing which, the Channel Partner is liable for payment of full price of the instrument, less the standard dealer discount as per the relevant contract.
10. The following costs shall be borne by the Channel Partner:
 - a) Cost of shipment of demonstration consignment
 - b) Reconditioning charges of damaged items
 - c) Cost of insurance
 - d) Cost of importation and storage of demonstration consignment
 - e) Rental fees (if applicable)
 - f) Any penalties incurred or any additional fees incurred as a result of both import and export
11. Unless specified differently above, the terms and conditions of the channel partner agreement signed between Company and the Channel Partner, valid as at the time of signing of this agreement, shall apply. For the avoidance of doubt, the dispute resolution (including the arbitration clause, if any) and governing law clauses in the channel partner agreement are adopted and incorporated into these terms and conditions by way of reference hereof.

Issued By:-

Accepted By:-

Leica Microsystems Limited

Date:

[Name, Designation and Company’s Name]

Date:

Rev. Aug 2024 (HKTW)