Purchase Order Executive Summary

- **Supplier**: Leica Microsystems (“Leica” or “Supplier”)
- **PO (framework) order number**: 5500006569
- **Amount**: $5,000,000
- **Dates**:
  - **Start date**: May 1, 2016
  - **End date**: June 30, 2021
  - **Renewal term**: Option to extend up to 5 additional years.
- **Scope**: Leica’s entire microscope product line, including used, refurbished, and new microscopes; and all related accessories, training, warranty, and service, etc.
- **Attachment**:
  - Exhibit 1: Leica’s General Terms & Conditions
  - Exhibit 2: Leica’s Limited Warranty Terms & Conditions
- **Administrative Information**:
  - **How to order**: The University will reference this purchase order number when ordering.
  - **University of Tennessee Administrator**:
    - Blake Reagan, J.D. breagan@utk.edu
  - **Leica Sales Support**:
    - Pat Rizzo Leica.bids@leica-microsystems.com
    - 800-248-0123

Approved: [Signature]

[Signature]
Blake Alan Reagan
Dir. of Procurement Services

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1 The University intends for the executive summary to provide at-a-glance information about this agreement. The executive summary is for convenience only, and is not part of the agreement’s terms and conditions.

2 This amount is required for the University’s accounting system. The Office of Procurement Services can raise this amount, if needed. This amount does not represent a guaranteed commitment.
Part A: Background

a) The University issued a competitive bid solicitation for microscope suppliers on Saturday, February 27, 2016.

b) The University’s goal is to streamline the microscope procurement process to help improve its research procurement processes.

c) Supplier responded to the bid solicitation, and the University’s scoring committee determined that Supplier was qualified to win an award through the solicitation.

d) The University and Supplier intend for this agreement to cover Supplier’s entire microscope product line, Supplier’s entire microscope accessory line, and Supplier’s microscope training, warranty, service, etc.

e) The University’s departments may purchase any goods or services that fall within the scope of this agreement without additional formal bidding or sole-source approvals (no sole-source approvals are needed because this was bid). Note, however, that the University’s departments may negotiate discounts with Supplier when ordering high-volume, or when ordering high-priced goods or services.

Agreement: The parties agree as follows:

Part B: Agreement-specific terms

1) Term:
   a. Initial Term: The initial term of this agreement begins May 1, 2016 and ends at 11:59 PM Eastern Time on June 30, 2021.
   
   b. Renewal Term: Upon mutual written agreement, the parties may extend this agreement for up to 5 years, with a final end date of June 30, 2026.
   
   c. Auto Renewal Prohibited: This agreement does not automatically renew.

2) Supplier’s General Terms and Conditions: Supplier’s general terms and conditions are attached as Exhibit 1.

3) Scope: This agreement applies to Supplier’s entire product line for microscopes, including microscopes that Supplier creates after the start date of this agreement. This agreement covers new, used, and refurbished equipment. Further, this agreement covers warranty, training, etc. Where specific pricing is not included, the University and Supplier will negotiate prices.
4) **Promotion**: The parties will promote this agreement to the University research community.

5) **Total Costs of Ownership**:
   a. **Prices**:
      i. **Prices**: 5% discount off of current list pricing on widefield, confocal, surgical, and nanotechnology products and accessories. This discount is based on then-current list pricing.
      
      ii. **Discount Changes**: Supplier shall not reduce its base discounts without obtaining written permission from the Director of Procurement Services.

      iii. **Taxes**: Supplier will make reasonable efforts to ensure that it accounts for the University’s tax-exemption certificate. Supplier is responsible for obtaining University’s tax-exemption certification.

   b. **Warranty**: Service and maintenance outside of the warranty period may be purchased under a separate contract with Leica.

   c. **Shipping**: See Exhibit 1. When Supplier ships an item or items FOB shipping point, Supplier must advise the University. The University may purchase shipping insurance.

   d. **Cancellation**:
      As with Leica’s Return Policy, Leica must be notified of order cancellation and Customer shall be held liable for any payments due for any shipments not returned or advised by Leica.

   e. **Re-stocking Fee**: Leica reserves the right to charge a 20% re-stocking fee on returned merchandise plus shipping (if applicable). University must contact Leica to obtain an approval for any returns. For duplicate and over shipments, Leica must be notified and the University can be held responsible for any payments due without if University does not notify Leica.

   f. **Returns**: Customer must contact Leica Microsystems to obtain approval for any returns. Dependent on the reason for the return, Leica reserves the right to charge 20% re-stocking fee on the returned merchandise plus shipping if applicable.

**Part C: General Terms**

1) **Unrestricted Termination**: The University may terminate this agreement for any reason by giving the Supplier at least 30 days’ prior notice. Upon receiving the University’s notice, the Supplier shall stop all work.
2) **No Obligation on University to Make Purchases; Not Exclusive:**
   a. **No Obligation to Purchase:** The parties agree that this agreement does not obligate University to make any purchases from Supplier.

   b. **Not Exclusive:** This agreement does not create an exclusive arrangement between University and Supplier.

3) **Compliance; Monitoring; Audit:**
   a. **Compliance:** Supplier shall make reasonable efforts to ensure that it complies with the terms and conditions of this agreement.

   b. **Monitoring:** University will monitor Supplier’s performance at all times. Supplier shall cooperate with University in University’s efforts to monitor Supplier’s performance.

   c. **Records; Audit:**
      i. **Records:** Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.

      ii. **Audit:** During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the state of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.

4) **Illegal Immigrants:** In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

5) **Modification:** No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of both parties. Only the University’s authorized officials have the authority to bind the University. A list of the University’s authorized officials is located here: [http://treasurer.tennessee.edu/contracts/contractssignature.html](http://treasurer.tennessee.edu/contracts/contractssignature.html).

6) **Force Majeure:** Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
7) **Dispute Resolution**: The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action. Accordingly, the parties shall make good faith efforts to resolve any disputes amicably.

8) **Assignment**: This agreement is personal to the University, and the University may not assign its rights or delegate its duties under this agreement.

9) **Waiver of Claims**:  
   a. **Respondent’s Intent**: Supplier intends to protect the University’s employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University’s employees.
   
   b. **Irrevocable Waiver**: Supplier hereby irrevocably waives any claims against the University’s employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier’s successors, heirs, and assigns.
   
   c. **Materiality**: The University and Supplier state that this clause is material to this agreement.

10) **University Policies**:  
    a. **Non-Solicitation**: Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy:  
    
    b. **Gift Acceptance**: Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: [http://policy.tennessee.edu/fiscal_policy/fi0717/](http://policy.tennessee.edu/fiscal_policy/fi0717/)

11) **Notice**:  
    a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;  
    b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:  
       i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Supplier: Leica Microsystems

1700 Leider Lane
Buffalo Grove, IL 60089
ATTN: Customer Service

FAX: 847-236-3009

Email: leica.bids@leica-microsystems.com

University:
The University of Tennessee
5723 Middlebrook Pike
Knoxville, TN 37921-5946
ATTN: Office of Procurement Services

Fax: 865-974-2701

Email: contracts@tennessee.edu

d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

12) Registration with Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee’s Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.

13) Use of University Intellectual Property: Except as allowed in this section, Supplier shall not use the University’s name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.

14) Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
15) **Export Control**: University shall comply with all applicable laws governing export control. Further, University shall not, directly or indirectly, transmit, deliver, send or export any product to any foreign country (i) in violation of any of the United States export control laws or regulations, and (ii) without first obtaining the express written consent of Supplier.

16) **Entire agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to University.
General Terms & Conditions

1. Agreement Term
Unless terminated earlier as provided for in this Agreement, the Agreement shall continue in effect during the Initial Term. The Initial Term and all Extension Periods shall be collectively defined as the “Agreement Term”.

2. Definitions
As used herein and as applicable to all Orders placed under this Agreement: “Products” shall collectively refer to and include the following: “Applicable Leica User Manual,” which includes software programs and applications developed by Leica which are licensed to Customer as a standalone Product; “Consumables,” which include disposable materials and other Products which may be used in conjunction with Leica Instruments; “Instruments” means the equipment, system, or other instruments provided and/or manufactured by Leica and all operating systems or other software which may be embedded therein; “Reagents” means liquid materials in its application state which may be used in conjunction with Leica Instruments; and “Software” means any and all proprietary computer programs, operating software or other software applications which are either embedded into an Instrument or provided as an Application licensed to Customer hereunder.

“Services” shall mean and include any installation, support or maintenance services provided to Customer.

“Order” shall mean any transactional document or purchase order under which Customer may order Products and which incorporates these Terms and Conditions.

3. Pricing

3.1 Adjustments and Modifications – Pricing may be subject to change as outlined in this Agreement. Leica shall notify Customer in writing at least thirty (30) days before the effective date of any such increase.

Payment - Payment terms are net thirty (30) days from date of invoice. Past due balances are subject to a service charge of one and one-half percent (1 1/2%) per month of the amount due, or if lower, other interest charges as then in effect or as required by applicable law.

Customer will be deemed to have accepted any and all of the above by acceptance of any invoice, receipt, purchase order or other document.

4. 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 or future deliveries; (b) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing (d) terminate this Agreement with all associated obligations of Leica, if any; (e) seek any other cumulative remedies at law or in equity or (f) exercise any and all rights and remedies available to a secured creditor under Tennessee law. The foregoing remedies are cumulative, and may be exercised by Leica, in whole or in part, at Leica’s sole discretion.

5. Shipment, Delivery, Returns and Risk of Loss

5.1 SHIPPING: Products are shipped FOB Shipping Point, Prepay and Add, unless otherwise specified in this Agreement.

DELIVERY: Leica will arrange for delivery and installation of the Products and will use best efforts to meet delivery dates, but delivery is not guaranteed.

RETURNS: No Products can be returned unless Leica provides, in its sole discretion, written authorization for the return.

RISK OF LOSS: passes to Customer upon delivery and Customer is liable for all loss, damage to or destruction of the Products upon delivery. Leica disclaims any liability for such risk of loss, even where Leica agrees to file any respective carrier claims on Customer’s behalf.

6. Acceptance
Customer shall promptly inspect all Products upon delivery or installation as applicable. Any rejections for material defects shall be made within ten (10) days of delivery or installation and not thereafter. Customer will be deemed to have accepted all Products unless such written notice of rejection is received by Leica.

7. Damage to Instrument(s)/Alteration.

During the Term and until passage of title to Customer (if applicable), Customer is responsible for and shall reimburse Leica for all damage to Instrument(s) caused while the Instrument(s) are in the possession or control of Customer. This shall not include damage incurred during shipping FOB Destination. Customer shall promptly advise Leica in writing of any accident, material damage to or defect in the Instrument(s). Customer shall not modify, reconfigure, copy, change or alter the Instrument(s).

8. Software License
Leica hereby grants a nonexclusive, nontransferable, limited license to use the Software only in conjunction with Customer’s internal business use of the Products purchased under this Agreement. Customer receives no title or ownership rights to the Software. Customer may not, without the prior written consent of Leica, reverse engineer the Software; (b) recompile the Software; (c) make any copies of the software, except for one copy solely for backup or archival purpose; (d) allow any third party to use or have access to the software; or (e) distribute the software in the source code form. Where the software is incorporated into the Product, Customer may transfer or assign this license only as part of the sale of the Products and only to a transferee or assignee who agrees in writing to be bound by the terms and conditions of this section and provided Seller is notified in writing of the transfer.

9. Warranty

PRODUCTS: Leica warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will at the time of such delivery: (a) conform to the specifications published in the applicable Leica documentation; (b) be free from defects in material and workmanship for a period of one (1) year from the date of delivery; or the date of completion of assembly and installation by Leica (if applicable) when used in compliance with Leica’s guidelines and instructions, including, without limitation, the associated Leica User Manual. This limited warranty covers normal usage and does not cover damage which occurs in shipment, or failures which result from alteration, misuse, abuse, neglect or improper service or maintenance by Customer. Such damage shall be the sole responsibility of Customer. If the Customer determines that the Product is substantially complete, and the customer utilizes the instrument to perform research or Production work the warranty period begins. The warranty period for any additional components shall commence at the day of the installation.

SERVICES: Leica warrants that its services will be performed, to a workmanlike manner for a period of ninety (90) days after the performance of the Services. All Services shall be provided by an authorized Leica representative at Customer’s sole expense after the Initial Warranty Period. All Services not covered by warranty or an active Service contract shall be at Customer’s sole expense.

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 (1) negligent storage or handling of the Product by Customer or 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 other causes beyond the reasonable control of the Leica, (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 when used other than in accordance with the applicable Leica User Manual or (6) Product warranties do not cover Products furnished by others, or with incompatible Products, where such combination causes failure of or degradation to performance of Leica’s Product (including the substitution of any reagent not authorized by Leica) (7) improper or extraordinary use of the Product, improper maintenance of the Product, failure to maintain the Product or failure to comply with any applicable instructions or user manuals provided by Leica; or (8) if any servicing was performed or repair was attempted by personnel not authorized by Leica to perform such servicing or repair.

DISCLAIMER: The only other warranties made by Leica with respect to Products are those specifically and expressly stated as warranties in the Product’s package insert specifications and operations manuals. 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. Customer assumes all risk for the suitability of the test results obtained by using any Product hereunder and the consequences which flow therefrom when any Product is used other than in accordance with the applicable Leica User Manual or with specifications) which results, in whole or in part, from (1) negligent storage or handling of the Product by Customer or 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 other causes beyond the reasonable control of the Leica, (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 when used other than in accordance with the applicable Leica User Manual or (6) Product warranties do not cover Products furnished by others, or with incompatible Products, where such combination causes failure of or degradation to performance of Leica’s Product (including the substitution of any reagent not authorized by Leica) (7) improper or extraordinary use of the Product, improper maintenance of the Product, failure to maintain the Product or failure to comply with any applicable instructions or user manuals provided by Leica; or (8) if any servicing was performed or repair was attempted by personnel not authorized by Leica to perform such servicing or repair.

CUSTOMER’S REMEDIES: If Leica determines that any Product fails to meet any warranty during the applicable warranty period, Leica shall correct any such failure by, at its option, repairing, adjusting, or replacing without charge to Customer any defective component or Product, or part of the Product. The place of performance for work under warranty shall be the nearest Authorized Service Center or such other place as determined by Leica in its sole discretion. For Products forming part of a fixed installation, it shall be the site of such installation. Warranty services will be performed during Leica’s normal business hours. While every effort will be made to render services promptly, this does not include any guarantee of specific response time or uptime, which may be available for purchase under a separate service plan. Subject to the availability of personnel, after-hours service is available upon request at an additional charge. Warranty services includes any travel, labor, and parts related to the repair of an Instrument excluding any consumable items which remain the responsibility of the Customer, and will only be covered under the warranty if the consumables were
General Terms & Conditions

missing from the initial Product installation. Warranty will be null and void if any party other than a Leica Authorized Service Engineer attempts repair of said Instrument(s) during the Warranty Period. Any Product or part furnished without charge to Customer during the Warranty Period to correct a warranty failure shall be warranted to the extent of the unexpired term of the warranty applicable to the repaired or replaced Product. Leica reserves the right to use refurbished material for all repairs of Instruments covered by warranty as well as for repairs covered by any subsequent post-warranty service plans. Warranty of refurbished items is not limited compared to new items.

The remedies set forth herein are conditioned upon Customer promptly notifying Leica within the applicable warranty period of any defect or nonconformance and making the Product available for correction at a mutually agreed-upon time. The preceding paragraphs set forth Customer’s exclusive remedies and Leica’s sole liability for claims based on the failure of the Products to meet any warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability) or otherwise, and however instituted, and upon the expiration of the applicable warranty period, all such liability shall terminate.

10. Limitation of Liability
To the fullest extent permitted by law, in no event shall either party be liable for any lost revenues, lost profits, special, indirect, incidental or consequential damages, economic loss, or property damage incurred by the other party. Either party’s total liability under this Agreement shall not exceed the total price paid for all Products hereunder on an annual basis. The aforementioned limitation shall not apply to damages resulting from the gross negligence, bad faith or willful misconduct of a party or its personnel.

11. Compliance
PROHIBITED ACTIVITIES: Neither party to this Agreement nor shall engage in any activity prohibited by anti-kickback, anti-self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

12. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee, excluding choice of law provisions.

13. Force Majeure
Except as expressly stated in this Agreement, neither party shall be liable for any failure to perform hereunder (other than the payment of sums due and owing) due to labor strikes, lockouts, fires, floods, water damage, riots, government acts or orders, interruption of transportation, inability to obtain material upon reasonable prices or terms, or any other causes beyond its control.

14. Severability; Waiver
In the event that any one or more provisions contained herein (other than the provisions obligating Customer to pay Leica for the Products and Services) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. A party’s failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

15. Assignment
This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding any provision of this Agreement to the contrary, either party shall have the right to assign or otherwise transfer its interest under this Agreement, without consent of the other party, to any of its affiliated entities or to any entity to which a party may sell, transfer, convey, assign or lease substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement without the express written consent of the other party will be invalid.
## Clinical, Educational, Industry, Research Microscopy Warranty*

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### General Conditions of Warranty

1. Following receipt of End User notice in writing, Leica NA shall replace or repair any parts of its Products that are or have become demonstrably defective or unserviceable due to poor materials, faulty design, or deficient manufacturing. Leica NA will decide whether to repair or replace defective or unserviceable parts. Any parts replaced shall become the property of Leica NA.

2. The Warranty covers the repair or replacement of all defective or unserviceable parts, labor and travel expenses. Note: travel costs for warranty repairs are not paid for products other than Forensic and Life Science Research.

3. Place of performance for work under Warranty shall be the nearest authorized service workshop. For Products that are part of a fixed installation, work shall be performed at the site of the installed product.

4. Software Warranty period shall be as stipulated in the relevant software license. For Leica Dealers and Agents, software installation claims are covered during the software Warranty period.

5. Warranty period commences on the date of equipment installation at the End User location or sixty days after the Leica invoice (whichever comes first). For products that require no formal installation, Warranty commences on the date of delivery from Leica to the purchaser.

6. Spare parts, replacement assemblies and subassemblies are covered for six months after purchased date or as per above Warranty schedule whichever comes later. Electronic boards may not be returned for credit once the seal is broken or the part is installed in a system.

7. Repairs carried out by Leica NA are covered for six months after return date or as per above Warranty schedule whichever comes later.

8. No liability under Warranty shall be incurred for damage due to normal wear and tear, improper use, inadequate maintenance, failure to observe operating instructions, overloading, or to any other cause not directly attributable to Leica NA. Leica NA shall not be liable for any damage or malfunction due to repairs or alterations made to the products by the End User or by any unauthorized third party, or due to the use of components or spare parts not specified or approved by Leica NA.

9. The Warranty expressly excludes transport damage; consumer items such as batteries, lamps and fuses; and the adjustment or readjustment of the Products.

10. For goods and components made by any third party and not integrated in the Products, Leica’s liability under Warranty is expressly limited to the terms of warranty by the supplier of said goods and components.

11. This Warranty does not apply to Products installed or used outside North America following purchase from Leica NA.

12. Warranty coverage does not include any defect or performance deficiency which results, in whole or in part, from (1) negligent storage or handling of the product, (2) 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 NA (3) Adverse causes beyond the reasonable control of the Leica Na, (4) any alteration of the product by persons other than Leica NA, (5) combining incompatible products, (6) improper or extraordinary use of the product, improper maintenance of the product, or failure to comply with any applicable instructions or recommendations of Leica NA, or (7) acts of God, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riot or other causes beyond the reasonable control of the Leica NA.

* Microscopes that are part of a system carry one year warranty for parts, labor and travel cost.