

## Agreement Terms and Conditions

1. **General Terms:** Throughout this Agreement, the words “we,” “our,” “us,” and “Leica” refer to the entity delivering the Equipment to you that is one of a number of affiliated entities operating under common ownership under the name “Leica Microsystems.” The words “you” and “your” refer to the Customer who has signed this Agreement. “Equipment” refers to the
2. **Fees:** Provision of the Equipment shall be free of charge during the period agreed hereinabove. Leica reserves the right to charge a fee for extended loan of the Equipment after this period elapses, subject to clause 6 below. You shall bear the cost of shipment of Equipment, reconditioning charges for damages, insurance, importation and storage for shipment outside Singapore.
3. **Extension of Term:** On or before the end of the Term, you may request an extension. Leica retains discretion to grant such extension, and any extension will be subject to written agreement on financial and other terms related thereto.
4. **No Warranty; Limitation of Liability:** YOU SHALL CHECK THE EQUIPMENT UPON ARRIVAL AND INFORM US OF ANY DEFECTS OR DAMAGES IN WRITING WITHIN THREE DAYS OF ARRIVAL, OTHERWISE THE INSTRUMENT IS CONSIDERED DELIVERED IN GOOD ORDER. WE ARE PROVIDING THE EQUIPMENT TO YOU AS IS, WHERE IS. THERE ARE NO GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED. WE ARE NOT RESPONSIBLE FOR LOSS OF DATA OR COMPUTER SYSTEMS CAUSED BY FAILURE OF THE EQUIPMENT UNDER ANY CIRCUMSTANCES. WE ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR BECAUSE OF THE FAILURE OF THE EQUIPMENT TO FUNCTION. NEITHER DOES SUCH FAILURE CONSTITUTE BREACH OF CONTRACT, NOR ARE WE RESPONSIBLE TO YOU IN TORT, UNDER CONTRACT LAW OR UNDER ANY OTHER LEGAL THEORY. THESE LIMITATIONS SHALL NOT APPLY TO OUR LIABILITY FOR DAMAGES THAT WE HAVE CAUSED INTENTIONALLY, FOR DAMAGES TO LIFE OR HEALTH, OR UNDER APPLICABLE PRODUCT LIABILITY LAW THAT CANNOT BE REDUCED OR EXCLUDED.
5. **Equipment Location, Use, and Repair:** The Equipment is intended for business use only and shall be operated by qualified professionals in accordance with the Equipment’s instructions only. All service to Equipment is provided by Leica. You are responsible for maintaining the equipment in good condition. If a service problem develops in the field, you may also contact your local Leica subsidiary. You undertake and represent to Leica that you will not charge any third parties for the use of Equipment.
6. **Return of Equipment:** Unless otherwise stated, Equipment shall be returned to Leica by the end of the Term. Leica will coordinate with you for return of Equipment. You shall use the original packaging for return shipment. You shall follow our shipping instructions for return of consignment. Equipment that is lost or returned damaged beyond repair may be invoiced to you at the then-current product list price or last known list price, whichever applies. If Equipment is returned later than specified herein due to your delay, Leica will have the right to charge a late-return fee equal to 1/12 of the then-current product list price or last known list price, as applicable, for every month, or part thereof, of delayed return.
7. **Ownership and Title:** We are the owner of the Equipment and retain title to the Equipment at all times. You authorize us to record any documents necessary to evidence our ownership thereof. You shall not loan, lease, or sell the Equipment to any other entity. We reserve the right to reclaim and/ or repossess Equipment at any time and for any reason.
8. **Assignment:** We may sell, assign, or transfer the Equipment, this Agreement, or our rights under it to Leica affiliates or an acquirer of Leica. You agree that if we sell, assign, or transfer Equipment, the new owner will have the same rights or benefits as we now have. You agree that any rights of the new owner will not be subject to any claim, defense, or setoff that you may have against us.
9. **Compliance with Laws:** You agree that no Equipment or payment has been provided to either party with the intent to induce or reward any past, present, or future purchase or referral to purchase any Leica product. Neither party to this Agreement shall engage in any activity prohibited by anti-kickback, anti-self-referral, anti-corruption, or any other applicable laws or regulations which relate to healthcare, corruption, commercial bribery, and/or the performance of services under this Agreement.
10. **Choice of Law:** You agree that this Agreement shall be subject to and construed in accordance with Singapore law, and excluding UN Law on the Trade of Goods. Any dispute arising under or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of Singapore.
11. **Miscellaneous:** You agree that the terms and conditions contained in this Agreement make up the entire agreement between you and us regarding the provision of the Equipment. Any change in any of the terms or conditions of this Agreement must be in writing and signed by us. You agree that delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any right later. If certain provisions of this Agreement are found to be invalid or incomplete the validity of the remainder of the Agreement shall not be impacted; the parties shall endeavor to replace an invalid or incomplete clause with a provision that best defines what was originally intended. All our rights and indemnities will survive the termination of this Agreement.