

1. **BASIS OF SALE**

- 1.1 We, Leica Microsystems (UK) Ltd (CN: 01984637) whose registered office is at Davy Avenue Knowlhill, Milton Keynes, MK5 8LB Bucks, United Kingdom, shall sell and you, the Customer named on the Sales Order Acknowledgement Form, shall buy the Goods subject to these Conditions which govern the contract between us to the exclusion of any other terms which you may ask us to sign or which you may supply.
- 1.2 Any variation to these Conditions is of no effect unless agreed in writing by our authorised representative.
- 1.3 “Goods” means the goods and/or services which we are supplying in accordance with these Conditions.
- 1.4 These Conditions constitute the entire agreement between us for the supply of the Goods. These Conditions may be varied by way of special conditions as set out in our Sales Order Acknowledgement Form.

2. **QUOTATIONS ORDERS AND SPECIFICATIONS**

- 2.1 Our quotation is not an offer. Quotations are valid for 60 days only unless a further period is expressly agreed in writing between us and are subject to withdrawal or revision at any time before acceptance of orders by us.
- 2.2 You are responsible for ensuring that your order is accurate and for giving us all the information we need to complete the order.
- 2.3 Your order is not accepted until we confirm in writing or (if earlier) we supply the Goods to you.
- 2.4 We reserve the right to make any changes in the specification of the Goods which are required for the Goods to conform with any applicable safety or other statutory or EU requirements or, where the Goods are to be supplied to your specification, which do

not materially affect their quality or performance.

3. **DESCRIPTION**

All our descriptions and illustrations are intended to present a general idea of the Goods described and do not form part of the contract between us. Whilst every effort will be made to supply the Goods in accordance with the descriptions and illustrations submitted or quoted for, this cannot be guaranteed and no condition or warranty to this effect shall be implied.

4. **CANCELLATION AND DELAY**

We will not be liable to you or be in breach of contract by reason of delay or failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control.

5. **PRICE & PAYMENT**

- 5.1 We reserve the right by giving notice before delivery or supply to increase the price of the Goods to reflect any increase in cost to us.
- 5.2 Prices quoted by us are exclusive of costs of delivery (including transport, packaging, insurance and any taxes, duties or surcharges) and any applicable VAT, unless otherwise stated.
- 5.3 Payment for the Goods is due and payable 30 days after date of invoice without deduction or set-off unless agreed otherwise in writing. However, payment is due and payable immediately upon cancellation or termination of the contract between us.
- 5.4 We are entitled to set off sums owed by us to you against sums owed by you to us.
- 5.5 If you fail to make payment on the due date the total price of the Goods becomes due and payable without demand and we may claim interest and debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

6. **INSTALLATION**
We require access to your premises at all times to complete all installation and service requirements. You will provide appropriate power supply and environmental conditions at the point of installation.
7. **DELIVERY, PERFORMANCE, RISK AND PROPERTY**
 - 7.1 Goods will be delivered ex-works (as defined in Incoterms) unless agreed otherwise by us in writing and we shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979. Delivery occurs when you collect the Goods from us after we have notified you that the Goods are ready for collection or, if delivery is to be made by us, by us delivering the Goods.
 - 7.2 Any dates for delivery and/or performance are approximate only and you shall not be entitled to refuse to accept the Goods because of late delivery.
 - 7.3 No claim for damage or non-delivery will be considered unless you give us, and the carrier, written notice within seven days of delivery or of the date when the Goods should have been received. If no such notice is received, you are deemed to have accepted the Goods.
 - 7.4 **Title (except for software products) and risk in Goods passes to you pursuant to the shipment terms applicable to this order. We retain title to all software products, which are licensed to you. We reserve a purchase money security interest in Goods until the entire amount due has been paid to us.**
 - 7.5 Until ownership of the Goods passes to you, you must store them at your own cost on your premises separately from any other goods and in a manner which makes them readily identifiable as our Goods and insure them on our behalf.
8. **RESALE OF GOODS**
If any item comprised in the Goods is resold, you must bring to the purchaser's attention all our instructions and/or recommendations for use which are packed with or appearing on the Goods or which have been notified to you.
9. **GUARANTEE**
The details of our guarantee can be found in the separate Guarantee document.
10. **SOFTWARE**
Any software in the Goods is licensed to you on the terms of a separate software licence, details of which will be supplied to you. We validate incremental software updates/patches to the operating system and the provided utilities in future releases of CytoVision and Ariol suites. If any such incremental update appears to materially change the performance of CytoVision or Ariol, we may, at our sole discretion and dependent on the criticality of the change to CytoVision and Ariol, decide to release a software patch in advance of the next general update for that suite.
11. **LIMITATION OF LIABILITY**
YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION
 - 11.1 **The following sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents or subcontractors) to you in respect of any breach of these Conditions and any representation, statement or act or omission (including negligence) arising under or in connection with the contract between us and in respect of any contemplated performance or lack of performance.**
 - 11.2 **All warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law.**

- 11.3 **Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.**
- 11.4 **Subject to conditions 11.2 and 11.3:-**
- 11.4.1 **our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the contract between us shall be limited to the contract price or £250,000 which ever is the lesser sum unless another sum is agreed in writing; and**
- 11.4.2 **we shall not be liable to you for any loss of profit, loss of production, depletion of goodwill or any indirect, special or consequential loss, damage, costs or expenses whatsoever which arise out of or in connection with the contract between us.**
- 11.5 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must be notified to us within seven days from date of delivery or within a reasonable time after discovery of the defect or failure. If no such notification is received, you are not entitled to reject the Goods and must pay their price.
- 11.6 Goods may not be returned, for any reason, without obtaining from us a Returned Material Advice (RMA) authorisation, including a reference number. The RMA details, including the reference number, must be shown on all documents sent with returned goods.
- 11.7 Where any valid claim in respect of any of the Goods is notified to us in accordance with these Conditions, we shall be entitled to repair or replace the Goods (or the part in question) free of charge or refund to you the price of the Goods (or a proportionate price of the Goods), but then we shall have no further liability to you.
12. **EXPORT**
- 12.1 Where the Goods are to be exported to you the provisions of this condition 12 shall apply.
- 12.2 Payment shall be made in such currency as is agreed in writing by us.
- 12.3 You shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on the Goods.
- 12.4 If there is any conflict between Incoterms and these Conditions, the terms of these Conditions prevail.
- 12.5 If due to an export embargo we are unable to perform any of our obligations under these Conditions, we shall not be held responsible for any loss or damage which you may incur as a result of such failure.
13. **GENERAL**
- 13.1 We may assign or sub-contract our obligations under these Conditions and may dispose of or deal in any manner with any of our rights or beneficial interests under them.
- 13.2 All technical information relating to the Goods, is confidential and may not be passed to a third party without our prior written consent, unless it can be shown the information is already in the public domain.
- 13.3 Each of our rights or remedies is without prejudice to any other right or remedy we may have.
- 13.4 If any provision of these Conditions is found by any competent authority to be invalid, unenforceable or unreasonable, the remainder shall not be affected.

- 13.5 Failure or delay by us in enforcing or partially enforcing any provision of these Conditions is not a waiver of any of our rights.
- 13.6 Any waiver by us of any breach by you is not a waiver of any subsequent breach.
- 13.7 These Conditions and the contract between us do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 13.8 These Conditions and the contract between us are subject to English law and the exclusive jurisdiction of the English courts.