

General Conditions of Warranty of

Leica Mikrosysteme Vertrieb GmbH - Distributor Sales Area (DSA)

These General Conditions of Warranty of Leica Mikrosysteme Vertrieb GmbH (the "Company") set out the Company's manufacturer's warranty granted to any Purchaser of a new Leica product manufactured by the Company ("Leica Product"). The warranty rights granted herein shall be applicable in addition to any statutory rights of the Purchaser in case of defects. Exceptions and alterations of and additions to these General Conditions of Warranty must be made in writing in order to be effective.

1. The Company undertakes at its sole discretion and having received the Purchaser's request in writing to repair or replace as soon as possible all parts of the Leica Product which have become provably defective or unserviceable due to poor materials, faulty design or deficient manufacture. The Company reserves the right to decide whether there will be a replacement or a repair. All parts replaced become the Company's property and have to be returned to the Company after having obtained a return authorization number from the Company.
2. This warranty does expressly not cover any costs for labor incurred in connection with the replacement or repair of defective parts, packaging costs, transportation costs and costs related to the import and/or export of goods, if applicable. All these costs shall be borne by the Purchaser. This warranty only covers free of charge the costs for the parts for replacement.
3. The period of warranty starts on the date of the invoice issued to the Purchaser.
4. The warranty period for all Leica Products is 1 year, unless specified otherwise in writing. This warranty period shall not be extended, even in the event of a justified warranty claim during said period. However, a 6 months' warranty is granted with respect to spare parts delivered and/or repairs made due to a justified warranty claim of the Purchaser which shall start on the date of delivery of the spare parts/repared product to the Purchaser as proved by shipping or other valid documents.
5. This warranty definitely excludes unserviceability or damages due to fair wear and tear, adjustments and re-adjustments, incorrect or improper use, inadequate maintenance, non-appropriate strain of the Leica Product, non-observance of operating instructions and other causes which are not due or attributable to the Company. Furthermore, unless it has given its prior agreement in writing, the Company shall not be liable under warranty for damages due to repairs or alterations made by the Purchaser or other unauthorized third parties to the Leica Product or if the Purchaser or another unauthorized third party has used components or spare parts not specified or approved by the Company.

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6. This warranty expressly excludes transport damages and consumables such as lasers, batteries, accumulators, bulbs and fuses.
7. This warranty does definitely not include any liability by the Company for consequential loss or damage.
8. For goods and components supplied by third parties, the Company's liability under warranty is expressly limited to the terms of warranty of this third party or the manufacturer of such goods and components.
9. The Company shall not be required to provide any services under warranty while the Purchaser is in arrears or while the Purchaser does not meet his contractual obligations which he may owe to the Company.
10. Place of performance for services under warranty is the Company's registered office or the nearest authorized service workshop. The decision on the place of performance is made by the Company at its sole discretion. For Leica Products forming a fixed part of an installation, place of performance for services under warranty shall be the place of such installation.

The Company reserves its right to charge the additional expenses for services under warranty to the Purchaser arising from the fact that the Leica Product is not installed in the Purchaser's country but elsewhere.
11. Exclusive place of jurisdiction for any disputes arising from or in connection with these General Conditions of Warranty is the Company's registered office. At its sole discretion, the Company shall also have the right to invoke the courts of law having jurisdiction at the Purchaser's place of business.