

Leica Microsystems Limited. Korea Branch
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- i. **Lasers:** The Warranty Period shall be one (1) year generally.
- b. **Warranty Exclusions.** Limited 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 (i) negligent storage or handling of the good by Buyer, its employees, agents, or contractors, or use that is inconsistent with normal operation and maintenance conditions; (ii) Buyer's 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; (iii) absence of any product, component, or accessory recommended by Leica but omitted or removed at Buyer's direction; (iv) any misuse, alteration or damage to the good by persons other than Leica; (v) combining Leica's goods with any product furnished by others, or incompatible with Leica goods, where such combination causes failure or degradation to performance of Leica's goods (including the substitution of any reagent not authorized by Leica); or (vi) if servicing, repair, or movement/re-location of equipment was attempted by anyone other than Leica-authorized providers.
- c. **Other Warranty Exclusions.** Software is not covered by the Limited Warranty, and Leica does not warrant that the products will operate uninterrupted or error-free. The Limited Warranty extends to Buyer only and not to persons manufacturing, purchasing, or using Buyer's products, nor does it extend to products not purchased from Leica or a Leica-authorized partner or products not bearing the "LEICA" brand label. This warranty does not apply to any products not manufactured by Leica, including accessories or consumables purchased as part of the Order. These items, as well as any third-party supplied items, may be covered by their manufacturer's warranty and any arrangements for service or replacement of such items must be made through that manufacturer. Leica will transfer any transferable manufacturer's warranty for any third-party manufactured goods sold by Leica.
- d. **Buyer's Remedy.** In the event of a Nonconforming Product, Leica will, at its sole discretion and as Buyer's sole remedy, repair or replace any parts that it reasonably determines have failed due to defects in material or workmanship during the Warranty Period, free of any charge for either parts or labor, or if such attempts to repair or replace do not succeed in remedying the defect(s) in workmanship and/or materials, Leica may, at its sole option, refund of the purchase price of the Nonconforming Product depreciated in accordance with standard accounting principles. Leica may use reconditioned, refurbished, or serviceable used material for all repairs of goods. Buyer is liable and shall pay for shipment of the warranted goods to Leica. Leica shall not be obligated to perform preventative maintenance, installation, deinstallation, relocation, table-rigging, or maintenance. Leica maintains a pool of products that may be loaned to Buyer, at Leica's sole discretion, and subject to the availability thereof, to customers while products are being repaired pursuant to this Limited Warranty. Leica shall only be obligated to this Limited Warranty if Buyer gives written notice of the Nonconforming Product, reasonably described, to Leica within ten (10) business days of the time when Buyer discovers or ought to have discovered the defect. (Rev. 20240227)