

General Conditions of Warranty of Leica Microsystems (SEA) Pte Ltd

The General Conditions of Warranty form an integral part of the corresponding offer and sales contract between the Company and its Purchaser and shall be applicable in addition to the 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 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. The company reserves the right to use refurbished material for all repairs of equipment in and out of warranty. The refurbished Spares have full functionality according to specifications. Warranty of refurbished items is not limited compared to new items. 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. It 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 Microsystems (SEA) Pte Ltd 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/repaired product to the Purchaser as proved by shipping or other valid documents.
5. This warranty definitely excludes non-serviceability or damages due to fair wear and tear, adjustments and re-adjustments, incorrect or improper use, inadequate maintenance, non-appropriate strain of the product under warranty, 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 product under warranty or if the Purchaser or another unauthorized third party has used components or spare parts not specified or approved by the Company.
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 owes 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 products under warranty 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 product under warranty is not installed in the Purchaser's country but elsewhere.
11. Exclusive place of jurisdiction 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.