

Conditions for Loan of Instruments and Equipment for Demonstration Purposes – Distributors / Dealers / Resellers

1. Leica remains the owner and retains unrestricted title to the instruments and equipment until they are sold and fully paid.
2. Goods for demonstration consignment shall be ordered in writing (Purchase Order) to Leica, stating reason of loan (exhibition, demonstration, etc.).
3. By accepting shipment of demonstration consignment, the Borrower assumes full responsibility for the instruments and equipment and becomes liable towards Leica until the instruments and equipment are returned to Leica in good condition or until the instruments and equipment are sold.
4. The Borrower shall inform Leica of defects or damages in writing within 3 working days of delivery at the agreed location, failing which the instruments and equipment are deemed accepted in good order.
5. The Borrower is responsible for maintaining the instruments in good condition.
6. The Borrower should use original packing for return shipment.
7. The Borrower shall follow strictly all shipping instructions of returning consignment and any expenses incurred due to not following Leica's instructions shall be borne by the Borrower.
8. The Borrower shall inform of any delay in returning the goods later than the date stated on the consignment invoice. Failing which, the Borrower is liable for payment of full price of the instrument, less the standard dealer discount as per the relevant contract.
9. The following costs shall be borne by the Borrower:
 - a) Cost of shipment of demonstration consignment
 - b) Reconditioning charges of damaged items
 - c) Cost of insurance
 - d) Cost of importation and storage of demonstration consignment
 - e) Rental fees (if applicable)
10. The terms and conditions contained herein shall be governed by and construed in accordance with the laws of country and local geographic designation in which Leica's contracting entity is located without regard to conflict of law provisions. Any action brought by Borrower pursuant to the terms and conditions contained herein must be commenced within the earlier of one (1) year from the date of the occurrence of the event giving rise to the claim, or such claim will be forever barred. Any claim, dispute, difference or legal action between the Parties shall be resolved exclusively by arbitration in accordance with Section 14.5 of the Distribution Agreement.
11. Unless specified differently above, Leica's standard sales terms and conditions and policies (available at <https://www.leicabiosystems.com/about/terms-and-conditions/>) shall apply.

Issued By:-

Accepted By:-

Leica Microsystems Limited
Date:

[Name, Designation and Company's Name]
Date:

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