

Leica Geosystems AG

International Limited Warranty

- when it has to be **right**



General

This International Limited Warranty cannot in any way be regarded as a promise exceeding the statutory warranty provisions pursuant to the Swiss law of obligations (*Obligationenrecht, OR*). Whenever the term Guarantee is used hereinafter, it refers to the warranty rights of a business customer within the framework of a purchase contract. The statutory warranty rights only apply if and insofar as they are not explicitly or implicitly limited or excluded hereinafter.

Hardware Guarantee Bond

In purchase transactions, all statutory warranty claims of the customer are excluded. Leica Geosystems AG ("Leica Geosystems") guarantees vis-à-vis the original end consumer ("Customer"), pursuant to the International Limited Warranty or insofar as the exclusion of warranty is ineffective, that under normal use, the product will be free from production and material defects for a period of one (1) year, with the exception of (i) DISTO™ products with a guarantee period of two (2) years and (ii) batteries with a guarantee period of ninety (90) days, or longer in case of a corresponding extension of the guarantee period by Leica Geosystems, provided that the operating and maintenance instructions are strictly adhered to, in particular in case of extreme and/or continuous application/use. The guarantee period commences upon the proven purchase date (or, if applicable, the delivery date or the date of the acceptance report). Within the framework of this International Limited Warranty, Leica Geosystems exclusively undertakes, at Leica Geosystems' choice and cost, to replace or repair the defective product or to reimburse the purchase price paid for the product. For repaired or replaced products and/or product parts, Leica Geosystems provides a guarantee for a period of ninety (90) days from the shipment date or until the expiry of the original guarantee period, whichever is the longer period. All replaced products and/or product parts will become the property of Leica Geosystems. This guarantee bond excludes third-party products and consumables such as reflectors, bulbs and fuses. This Guarantee will become invalid if the product is installed, combined or operated with equipment other than the original equipment authorised by Leica Geosystems.

Software Guarantee Bond

For "System Software" (defined as operating software and/or firmware which is required in order to start and operate the hardware), the scope of the guarantee provided by Leica Geosystems is determined by the guarantee bond for hardware. For "Application Software" (defined as preinstalled or loadable on-board software and/or Office- or PC-based software for specific product applications and/or data), these guarantee provisions explicitly do not apply. Regarding the scope of the guarantee for Application Software, please refer to the respective software licence agreement.

Assertion of Guarantee Claims

The Customer must request a Guarantee Claim Approval within the guarantee period, either from the authorised Leica Geosystems dealer or, with the exception of DISTO™ products, from a service centre specified by Leica Geosystems. For this purpose, the Customer must submit a receipt evidencing the date on which the product was purchased from Leica Geosystems or an authorised Leica Geosystems dealer as well as a description of the defect. Leica Geosystems is not obliged to provide any guarantee services for products or product parts which it receives

without a Guarantee Claim Approval. The repaired or replaced product and/or product part will be delivered to the Customer within an appropriate period. The Customer will bear the shipping costs for the repaired or replaced products and/or product parts. Leica Geosystems cannot be held liable for transport damage. Leica Geosystems will determine the place of performance for the guarantee services at its own discretion. For products which form part of a fixed installation, the place of performance will be at the location of the installation and the Customer will be obliged to reimburse Leica Geosystems for the guarantee services if and insofar as the location of the installation is not the same place where the product was originally installed or delivered.

Exclusivity of the Guarantee Bond

In case of a guarantee event, the Customer's rights are exclusively determined by the above guarantee bond. The aforementioned guarantee bond applies with exclusive effect and replaces all other explicit or implied guarantees, conditions and provisions, whether of an actual or statutory nature, including those referring to the quality customary in the market, suitability for a specified use, satisfactory quality and compliance with third-party rights, any promises regarding trade usage, business transactions and performance history, any promises that the software is compatible with a specific hardware or software, that the software can be adequately used with the Customer's equipment and will not cause any damage to the equipment or data of the Customer and any promises that the operation of the software will be uninterrupted or "error-free", all of which are explicitly excluded.

Leica Geosystems cannot be held liable if the alleged defect was caused by a misuse, negligence, incorrect installation, maintenance, connection or operation of the product with equipment other than the original equipment authorised by Leica Geosystems or insufficient maintenance, non-compliance with operating instructions, unauthorised attempts by the Customer or a third person to open, repair or alter the product, excessive load or strain, normal wear and tear or other reasons beyond the framework of the intended use, or by accident, fire and/or other reasons for which Leica Geosystems is not responsible. This guarantee does not cover physical damage or malfunctions of the product resulting from a use of the product in combination with any additional or peripheral devices where Leica concludes that the product itself was not malfunctioning.

Limitation of Liability

WITHIN THE FRAMEWORK ADMISSIBLE PURSUANT TO APPLICABLE LAW, LEICA GEOSYSTEMS EXCLUDES ALL LIABILITY – IRRESPECTIVE OF WHETHER THIS CONCERNS LIABILITY UNDER CONTRACT, QUASI-CONTRACT OR TORT (INCLUDING SLIGHT AND MEDIUM NEGLIGENCE) – FOR DIRECT, INDIRECT AND SPECIAL DAMAGE, CONSEQUENTIAL DAMAGE, PUNITIVE DAMAGES, BUSINESS LOSSES OF ANY KIND, LOSS OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS RESULTING FROM THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, LOSS OR SERVICE INTERRUPTION OF THE PRODUCT OR IN CONNECTION THEREWITH, AND LIMITS ITS LIABILITY AT ITS OWN DISCRETION TO A REPLACEMENT, REPAIR OR REIMBURSEMENT OF THE PURCHASE PRICE. THIS LIMITATION OF LIABILITY APPLIES EVEN IF LEICA GEOSYSTEMS OR ITS AUTHORISED DISTRIBUTION PARTNERS WERE INFORMED ABOUT THE POSSIBILITY THAT SUCH DAMAGE MAY OCCUR. THIS LIMITATION OF LIABILITY WILL NOT BE AFFECTED IF ONE OF THE LEGAL

REMEDIES SPECIFIED HEREIN FAILS TO FULFIL ITS PURPOSE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DIRECT OR INDIRECT DAMAGE SO THAT THIS LIMITATION OF LIABILITY MAY BE INEFFECTIVE. IF THE APPLICABLE LAW DOES NOT ALLOW A COMPLETE EXCLUSION OR A COMPLETE LIMITATION OF LIABILITY REGARDING THE CLAIMS FOR DAMAGES AS LISTED ABOVE, LIABILITY WILL BE LIMITED AS FAR AS LEGALLY PERMISSIBLE. EQUALLY, LIABILITY FOR SUPPORT PERSONNEL IS EXCLUDED AS FAR AS LEGALLY PERMISSIBLE.

Limitation

Should a court not allow the complete exclusion or the limitation of the implied guarantees or of the liability for indirect or consequential damage for certain products delivered to consumers or the limitation of liability for bodily harm, these implied guarantees and these types of liability will be limited to the duration of the guarantee bond.

Severability Clause

Should a competent authority deem a provision of this International Limited Warranty void, ineffective or unenforceable, the respective provision will be regarded as deleted from this International Limited Warranty while the remaining provisions of this International Limited Warranty will remain in full force and effect. In this case, the International Limited Warranty will be interpreted and, if necessary, amended in order to achieve or approximate a result which comes as close as possible to the result intended by the provision regarded as void, ineffective or unenforceable.

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Third Party Beneficiary

Leica Geosystems AG hereby explicitly confirms that this International Limited Warranty also covers subsidiaries of Leica Geosystems including the entity from which the Customer purchased the product. Customers are therefore entitled to assert the same claims against the subsidiary which sold them a product or a service as they could against Leica Geosystems AG. Without prejudice to of the aforesaid, the same defence rights and objections which are available to Leica Geosystems AG within the framework of this International Limited Warranty are also available to such subsidiaries.

Governing Law and Jurisdiction

This International Limited Warranty is governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980. The ordinary courts at Leica Geosystems AG registered place of business in Switzerland, have jurisdiction. At its own discretion, Leica Geosystems is also entitled to address the ordinary courts at the Customer's place of business/residence.

With this International Limited Warranty, Leica Geosystems grants the Customer specific rights. This does not limit any statutory consumer rights.