

General Terms and Conditions for PROTECT ("GTC")

- Extension of Leica Geosystems' International Limited Warranty to the end-user -

These General Terms and Conditions for PROTECT ("GTC") shall apply to all PROTECT by Leica Geosystems products, listed in the attached PROTECT Product Overview (hereinafter the "PROTECT Products"), sold either by a company of the Leica Geosystems Group or by one of its authorized distributors to the original end-user. These GTC supplement and apply in addition to all contractual arrangements, including but not limited to Leica Geosystems General Terms and Conditions of Sale and Supply, the International Limited Warranty and the Distribution Agreement, as applicable, which shall remain in full force and effect. The rights under PROTECT shall in particular be subject to the conditions, restrictions and the extent of Leica Geosystems' International Limited Warranty. These GTC are only applicable for PROTECT Products sold to the end-user under the Leica logo or any other trademark of Leica Geosystems Group. Third party products shall be excluded. Leica Geosystems does not accept any contradictory or additional terms and conditions, even by accepting purchase orders referencing different terms and conditions. The GTC cannot be modified without the express written consent of Leica Geosystems. In case of conflict between these GTC and other applicable terms and conditions of Leica Geosystems, as mentioned above, these GTC shall always prevail.

PROTECT covers the following services under the terms and conditions as follows:

1. Lifetime Manufacturer's Warranty

In addition to Leica Geosystems AG's International Limited Warranty whose rights and restrictions shall fully apply to all PROTECT Products, all PROTECT Products are covered by Leica Geosystems' Lifetime Manufacturer's Warranty granted to the original end-user. Under the Lifetime Manufacturer's Warranty, Leica Geosystems warrants that PROTECT Products will be free from defects in workmanship and materials for the entire life cycle of the product. These warranty rights require the observance of the terms and conditions of the International Limited

Warranty, in particular the normal use of the PROTECT Product under the exclusion of wear and tear. Under the Lifetime Manufacturer's Warranty Leica Geosystems will at the sole discretion repair or replace the product or refund the purchase price paid for the product at the sole discretion of Leica Geosystems. Leica Geosystems grants the same warranty for any repaired or replaced products for the same period. The Lifetime Manufacturer's Warranty is included in the purchase price, this means no additional registration or purchase is necessary.

2. No Cost period and extension by free registration or by purchase

With the purchase of a PROTECT Product, Leica Geosystems will additionally provide No Cost services to the original end-user for a period of up to five (5) years. The exact No Cost period is shown in the attached PROTECT Product Overview. The No Cost period begins with the date of purchase by the end-user.

No Cost shall comprise the following supplemental services, provided that a defective PROTECT Product must be repaired or replaced according to Leica Geosystems' warranty:

- Repair or replacement of normal wear and tear, under the exclusion of wear and tear resulting from excessive load or stress
- Adjustment and calibration services, as far as connected with the repair/replacement of the defect,
- Maintenance, cleaning of product and carrying case, as far as connected with the repair/replacement of the defect
- System test for resuming the operations with product, as far as connected with the repair/replacement of the defect

No Cost services are provided for PROTECT Products only under normal use and by fulfillment of the operating instructions and user documentation. In addition, all terms and conditions as set out in the International Limited Warranty shall apply. Reduced capacity of batteries is not part of the No Cost offering.

The original No Cost period can be extended for up to three (3) additional years.

As shown on the attached PROTECT Product Overview for the majority of PROTECT Products, the extension will be granted for free through **online registration within eight (8) weeks after the purchase** of the PROTECT Product by the original end-user at www.leica-geosystems.com/registration.

For the remaining PROTECT Products the end-user can buy an extension of the No Cost period for up to three (3) years by contacting the local Leica Geosystems dealer.

3. Knockdown Warranty

- Applicable for Leica Geosystems Rugby 810, 820, 840, 870 and 880 -

In addition to Leica Geosystems AG's International Limited Warranty whose rights and restrictions shall be completely applicable, Leica Geosystems provides an additional Knockdown Warranty for some PROTECT Products, as shown in the attached PROTECT Product Overview.

Under the Knockdown Warranty, Leica Geosystems warrants to the original end-user to repair any defects of the internal self-levelling system, resulting from a cause other than the normal operational use, namely by fall-down or knockdown. The Knockdown Warranty is included in the purchase price of these PROTECT Products, thus no additional registration or purchase is necessary. The Knockdown Warranty is granted for 24 months beginning with the proved date, on which the original end-user purchases the PROTECT Product.

For more information on the no cost period, please refer to the Leica Geosystems website:

www.leica-geosystems.com/PROTECT

Leica Geosystems' International Limited Warranty is available at

http://www.leica-geosystems.com/en/International-Warranty_3471.htm