

SEND REMITTANCE TO:
 Leica Microsystems Inc.
 14008 Collections Center Drive
 Chicago, IL 60693
 Email: purchase.orders@Leica-Microsystems.com



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QUOTATION S.KP0284-08

Date Nov / 28 / 2017

Sales Person Kenneth Perry
 kenneth.perry@leica-microsystems.com

Customer Care Agent Matthew Wingler

Item	Description	Qty	Unit Price USD	Discount	Total USD
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Leica DM750 P

Features & Benefits:

- Large 178 mm diameter stage for easy specimen placement and viewing of calibrations
- Leica EZLite™ LED illumination saves the cost of replacement lamps and provides a cool white light for over 20 years of average use
- EZStore™ design with Handle and cord wrap allows easy carrying, easy lifting, and protection against microscope component damage
- 4-position individually centerable nosepiece for exact centration of each objective to the stage rotation axis, for quick and easy change of magnification.



Stand

100	DM750P LED Stnd w Klr and 4 hole Cntrble No : 13613615	1	2,680.00		2,680.00
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Tube

200	30 degree Trinocular POL Tube No : 13613623	1	1,000.00		1,000.00
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Eyepieces

Leica Microsystems Inc
 1700 Leider Lane
 Buffalo Grove, IL 60089
 Leica Biosystems and Leica Microsystems are part of Leica Microsystems Inc.

Phone: 800-248-0123
 Fax: 847-236-3009

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Item	Description	Qty	Unit Price USD	Discount	Total USD
300	10X/20 Pol eyepiece with eyeguard No : 13613630	1	254.00		254.00
400	10X/20 focusing eyepiece w/eyeguard No : 13613532	1	139.00		139.00

Objectives

500	Obj. HI PLAN 4x/0.10 POL -, 12,1 No : 11556060	1	229.00		229.00
600	Obj. HI PLAN 10x/0.25 POL No : 11556061	1	319.00		319.00
700	Obj. HI PLAN 40x/0.65 POL No : 11556065	1	640.00		640.00

Intermediate Modules

800	Module with slot for Analyzer Sliders No : 13613667	1	168.00		168.00
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Condenser

900	Pol Abbe Condenser 0.85 No : 13613650	1	214.00		214.00
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Reflected Light Axis and Accessories

1000	Analyzer 180°, rotatable No : 11555079	1	1,018.00		1,018.00
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Nosepiece Compensators

1100	530nm Lambda Nosepiece Compensator No : 13613664	1	236.00		236.00
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Condenser Compensator

1200	.55X C Mount Adapter for 1/2 inch detec No : 13613706	1	254.00		254.00
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Power cables

1300	U.S. power cord No : 13613900	1	16.00		16.00
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Camera

1400	Leica MC170 HD Camera & SW Kit No : 12730465	1	1,999.00		1,999.00
Sub total					9,166.00

Features & Benefits:

- 12.5:1 zoom ratio with 8x-100x magnification range (1x objective, 10x eyepieces)
- Resolution up to 432 lp/mm (1x objective, 10x eyepieces), maximum resolution up to 864 lp/mm (2x objective, 10x eyepieces)
- Coded functions: zoom and iris diaphragm
- Coding allows reproducibility and consistency in experimental procedures and permits calibrated measurement at all zoom levels
- Click stop zoom settings - observation at specific magnification can be easily repeated
- Fully apochromatic corrected optics allow high contrast, natural color images without color fringes or chromatic aberrations
- The modular system offers complete flexibility and upgradability

**Optics Carrier & optical accessories**

1500	Leica M125 C optics carrier No : 10450825	1	3,080.00		3,080.00
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Item	Description	Qty	Unit Price USD	Discount	Total USD
1600	Microscope Assistant LAS Store & Recall No : 12730488	1	2.00		2.00
1700	Eyepiece 10x/23B, adjustable, 2nd gen No : 10450630	2	316.00		632.00
1800	Straight binocular tube No : 10450157	1	1,612.00		1,612.00
1900	Objective Plan 1.0x M-series No : 10445819	1	1,460.00		1,460.00
2000	Objective plan 0.8x, LWD M-serie No : 10447075	1	2,904.00		2,904.00

Stands

2100	Focus drive coarse/fine 420mm M-series No : 10450504	1	1,927.00		1,927.00
2200	Inc. light base, large w. AntiShock feet No : 10450049	1	424.00		424.00

Documentation

2300	Leica IC90 E Camera & SW Kit No : 12730521	1	3,973.00		3,973.00
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Illumination

2400	Leica LED5000 RL-80/40 No : 10450494	1	1,356.00		1,356.00
2500	Diffusor für Leica LED5000 RL-80/40 No : 10450498	1	291.00		291.00
2600	RLA 80/66 mm (LED5000) No : 10450267	1	72.00		72.00
2700	Adapter 66 mm RL to 80 mm Obj. No : 10447078	1	277.00		277.00

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Item	Description	Qty	Unit Price USD	Discount	Total USD
	Sub Total :				18,010.00
	Total :				27,176.00
	Freight and Handling charge : Ground transport + whiteglove service				+150.57
	Grand Total :				27,326.57

Payment terms : NET 30 DAYS

Shipping terms : FOB - Shipping
Point, Freight Pre-Paid and Added

Validity : 11/28/17 to 01/27/18

PLEASE REFERENCE THIS QUOTATION NUMBER WHEN PLACING YOUR ORDER.

Please fax your order to 847-236-3009 or email: purchase.orders@Leica-Microsystems.com.

Leica's General Terms and Conditions of Sale, available at:

<https://www.e-leica.com/S.nsf/U/tncus>

exclusively applies to this order and any other terms and conditions are null and void.

This Quotation is Acknowledged and Agreed:

Signature of Authorization Buyer Representative:		Date:	
Print Name:		Title:	

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General Terms & Conditions



1. Agreement Term

Unless terminated earlier as provided for in this Agreement, the Agreement shall continue in effect during the Initial Term. The Initial Term and all Extension Periods shall be collectively defined as the "Agreement Term".

2. Definitions

As used herein and as applicable to all Orders placed under this Agreement:

"Products" shall collectively refer to and include the following:

"Applications" which include software programs and applications developed by Leica which are licensed to Customer as a standalone Product; **"Consumables"** which include disposable materials and other Products which may be used in conjunction with Leica Instruments; **"Instruments"** means the equipment, system, or other instruments provided and/or manufactured by Leica and all operating systems or other software which may be embedded therein; **"Reagents"** means liquid materials in its application state which may be used in conjunction with Leica Instruments; and **"Software"** means any and all proprietary computer programs, operating software or other software applications which are either embedded into an Instrument or provided as an Application licensed to Customer hereunder.

"Services" shall mean and include any installation, support or maintenance services provided to Customer

"Order" shall mean any transactional document or purchase order under which Customer may order Products and which incorporates these Terms and Conditions.

3. Pricing

Adjustments / Modifications – Pricing maybe subject to change as outlined in this agreement. Leica shall notify Customer in writing at least thirty (30) days before the effective date of any such increase.

Payment - Payment terms are net thirty (30) days from date of invoice. Past due balances are subject to a service charge of one and one-half percent (1 ½%) per month or the highest rate allowed by law, whichever is lower. Customer shall notify Leica of any inconsistent and / or disputed amounts within thirty (30) days from date of invoice. Customer waives its right to dispute charges after this time frame.

Taxes - Leica shall supply the Products during the Term subject to the pricing set forth above. All prices, inclusive of monthly Minimum Purchase Commitments are calculated excluding shipping costs, transportation, sales tax, goods and service taxes, value added tax, or any similar taxes or other charges (if applicable). Customer is responsible for all taxes, duties, fees and expenses imposed by federal, state or local governmental entities, applicable to the manufacture, sale, price, delivery or use of the Products or Services furnished hereunder or in lieu thereof, Customer shall provide Leica with a tax exemption certificate acceptable to and considered valid by the applicable taxing authorities.

4. Remedies

Without limiting its remedies under existing law, Leica may, in the event of a Material Breach by Customer, and in its sole discretion, pursue any or all of the following remedies: (a) suspend or cancel its performance hereunder, including any pending or future deliveries; (b) take possession of the Instruments by entering upon Customer's premises; (c) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing (d) terminate this Agreement without additional liability or obligation to Customer; (e) seek any other cumulative remedies at law or in equity or (f) exercise any all rights and remedies available to a secured creditor under the Uniform Commercial Code. The foregoing remedies are cumulative, and may be exercised by Leica, in whole or in part, at Leica's sole discretion. The substantially prevailing party shall be entitled to its attorneys' fees, costs, and expenses (including expert expenses) in connection with any claims, causes of action or litigation.

5. Shipment, Delivery, Returns and Risk of Loss

SHIPPING: Products are shipped FOB Shipping Point, Prepay and Add, unless otherwise specified in this Agreement.

DELIVERY: Leica will arrange for delivery and installation of the Products and will use best efforts to meet delivery dates, but delivery is not guaranteed.

RETURNS: No Products can be returned unless Leica provides, in its sole discretion, written authorization for the return.

RISK OF LOSS: passes to Customer upon delivery and Customer is liable for all loss, damage to or destruction of the Products upon delivery. Leica disclaims any liability for such risk of loss, even where Leica agrees to file any respective carrier claims on Customer's behalf.

6. Acceptance

Customer shall promptly inspect all Products upon delivery or installation as applicable. Any rejections for material defects shall be made within ten (10) days of delivery or installation and not thereafter. Customer will be deemed to have accepted all Products unless such written notice of rejection is received by Leica.

7. Damage to Instrument(s)/Alteration.

During the Term and until passage of title to Customer (if applicable), Customer is responsible for and shall reimburse Leica for all damage to Instrument(s) caused while the Instrument(s) are in the possession or control of Customer. Customer shall promptly advise Leica in writing of any accident, material damage to or defect in the Instrument(s). Customer shall not modify, reconfigure, copy, change or alter the Instrument(s).

8. Software License

Leica hereby grants a nonexclusive, nontransferable, limited license to use the Software only in conjunction with Customer's internal business use of the Products purchased under this agreement. Customer receives no title or ownership rights to the software. Customer may not (a) modify, adapt, decompile, disassemble, or reverse engineer the software; (b) create any derivative works based on the software; (c) make any copies of the software, except for one copy solely for backup or archival purpose; (d) allow any third party to use or have access to the software; or (e) sell, transfer, assign or sublicense the software except as provided herein. Customer may transfer or assign this license only as part of the sale of the Products and only to a transferee or assignee who agrees in writing to be bound by the terms and conditions of this section and provided Seller is notified in writing of the transfer.

9. Warranty

PRODUCTS: Leica warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will at the time of such delivery: (a) conform to the specifications published in the applicable Leica documentation for such Product in effect as of the date of shipment, if any, or those contained in or attached to Leica's quotation; (b) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (c) be of good quality and free from defects in materials and workmanship.

INSTRUMENTS: Leica warrants that Instrument(s) are free from manufacturing defects in material and workmanship for a period of one (1) year from the date of delivery or the date of completion of assembly and installation by Leica (if applicable) when used in compliance with Leica's guidelines and instructions, including, without limitation, the associated Leica User Manual ("Warranty Period"). This limited warranty covers normal usage and does not cover damage which occurs in shipment, or failures which result from alteration, accident, misuse, abuse, neglect or improper service or maintenance by Customer. Such damage shall be the sole responsibility of Customer. In the event that the assembly of the Product is substantially complete, and the customer utilizes the instrument to perform research or Production work the warranty period begins. The warranty period for any additional components shall commence at the day of their installation.

SERVICES: Leica warrants that its Services will be performed in a workmanlike manner for a period of ninety (90) days after the performance of the Services. All Services shall be provided by an authorized Leica representative at Customer's sole expense after the Initial Warranty Period. All Services not covered by warranty or an alternate Service contract shall be at Customer's sole expense.

WARRANTY EXCLUSIONS: 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 (1) negligent storage or handling of the Product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Leica, (3) adverse power conditions or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or other causes beyond the reasonable control of the Leica, (4) absence of any Product, component, or accessory recommended by Leica but omitted or removed at Customer's direction (5) any misuse, alteration or damage to the Product by persons other than Leica, (6) combining Leica's Product with any Product furnished by others, or with incompatible Products, where such combination causes failure of or degradation to performance of Leica's Product (including the substitution of any reagent not authorized by Leica) (7) improper or extraordinary use of the Product, improper maintenance of the Product, failure to maintain the Product or failure to comply with any applicable instructions or user manuals provided by Leica; or (8) if any servicing was performed or repair was attempted by personnel not authorized by Leica to perform such servicing or repair.

DISCLAIMER: The only other warranties made by Leica with respect to Products are those specifically and expressly stated as warranties in the Product's package insert specifications and operations manuals. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Customer assumes all risk for the suitability of the test results obtained by using any Product hereunder and the consequences which flow therefrom when any Product is used other than in accordance with the applicable Leica package insert or operations manual for such Product(s) or item of Covered Equipment so as to effect its stability or reliability, and is used either: (a) alone; or (b) in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use with such Product.

CUSTOMER'S REMEDIES: If Leica determines that any Product fails to meet any warranty during the applicable warranty period, Leica shall correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming Product, or part or parts of the Product. The place of performance for work under warranty shall be the nearest Authorized Service Center or such other place as determined by Leica in its sole discretion. For Products forming part of a fixed installation, it shall be the site of such installation. Warranty service will be performed during Leica's normal business hours. While every effort will be made to render services promptly, this does not include any guarantees of specific response time or uptime, which may be available for purchase under a separate service plan. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Warranty services includes any travel, labor, and parts related to the repair of an Instrument excluding any consumable items which remain the responsibility of the Customer, and will only be covered under the warranty if the consumables were

General Terms & Conditions



missing from the initial Product installation. Warranty will be null and void if any party other than a Leica Authorized Service Engineer attempts repair of said Instrument(s) during the Warranty Period. Any Product or part furnished without charge to Customer during the Warranty Period to correct a warranty failure shall be warranted to the extent of the unexpired term of the warranty applicable to the repaired or replaced Product. Leica reserves the right to use refurbished material for all repairs of Instruments covered by warranty as well as for repairs covered by any subsequent post-warranty service plans. Warranty of refurbished items is not limited compared to new items

The remedies set forth herein are conditioned upon Customer promptly notifying Leica within the applicable warranty period of any defect or nonconformance and making the Product available for correction at a mutually agreed-upon time. The preceding paragraphs set forth Customer's exclusive remedies and Leica's sole liability for claims based on the failure of the Products to meet any warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability) or otherwise, and however instituted, and upon the expiration of the applicable warranty period, all such liability shall terminate.

10. Indemnification

Customer will indemnify, defend and hold Leica harmless from all claims, costs (including reasonable attorneys' fees), damages and liabilities ("Claims") arising from Customer's use or misuse of the Products, including any Claims (whether for personal injury, death, property damage or otherwise) arising from Customers' fault, negligence, willful misconduct, omissions or breach of this Agreement. Leica will indemnify, defend and hold harmless Customer from all Claims arising from (i) any alleged defects in the Products and (ii) based on alleged infringement of third party intellectual property rights. However such indemnification shall not apply where the defect or infringement is caused in whole or in part by (i) any alteration of the Product by persons other than Leica, (ii) combining Leica's Product with any Product furnished by others where such combination causes failure of or degradation to performance of Leica's Product, (iii) combining incompatible Products of Leica, (iv) improper or extraordinary use of the Product, improper maintenance of the Product, or failure to comply with any applicable instructions or recommendations of Leica, Leica does not warrant Products of others which are not included in Leica's published Product catalog.

11. Limitation of Liability

To the fullest extent permitted by law, in no event shall either party be liable for any lost revenues, lost profits, special, indirect, incidental or consequential damages, economic loss, or property damage incurred by the other party. Either party's total liability under this Agreement shall not exceed the total price paid for all Products hereunder on an annual basis. The aforementioned limitation shall not apply to damages resulting from the gross negligence, bad faith or willful misconduct of a party or its personnel.

12. Compliance

PROHIBITED ACTIVITIES: Neither party to this Agreement nor shall engage in any activity prohibited by anti-kickback, anti-self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, excluding choice of law provisions.

14. Force Majeure

Except as expressly stated in this Agreement, neither party shall be liable for any failure to perform hereunder (other than the payment of sums due and owing) due to labor strikes, lockouts, fires, floods, water damage, riots, government acts or orders, interruption of transportation, inability to obtain material upon reasonable prices or terms, or any other causes beyond its control.

15. Severability; Waiver

In the event that any one or more provisions contained herein (other than the provisions obligating Customer to pay Leica for the Products and Services) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. A party's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

16. Notices

Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received three days after being sent via registered mail with return receipt requested, by courier, by first-class mail, postage prepaid, or via email (with evidence of receipt required) at the addresses specified herein for the respective parties or at such other address as either party may from time to time designate to the other in writing.

17. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding any provision of this Agreement to the contrary, either party shall have the right to assign or otherwise transfer its interest under this Agreement,

without consent of the other party, to any of its affiliated entities or to any entity to which a party may sell, transfer, convey, assign or lease substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement without the express written consent of the other party will be invalid.