



CO-OPERATIVE PURCHASE AGREEMENT NO. 4448

Firearms and Toolmarks Comparison Microscope

THIS **Firearms and Toolmarks Comparison Microscope Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Leeds Precision Instruments, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Co-operative Agreement.** Contractor has agreed to provide Firearms and Toolmarks Comparison Microscope in accordance with its agreement with TxSmartBuy Contract 490-M2 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
2. **Scope.** Contractor will provide Firearms and Toolmarks Comparison Microscope in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
3. **Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
4. **Compensation and Payment.** This Agreement is for an amount not to exceed \$77,429.70, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Robert May
Title: Crime Lab Manager
Address: 321 John Sartain St., Corpus Christi, Texas 78401
Phone: 361-886-2636
Fax: 361-886-2642

IF TO CONTRACTOR:

Leeds Precision Instruments, Inc.
Attn: Kevin Boulay
Title: Vice President
Address: 17300 Medina Rd., Suite 600, Minneapolis, MN 55447
Phone: 763-398-7122
Fax: 763-546-4369

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:
Signature: *Kevin Boulay*

Printed Name: Kevin Boulay

Title: VICE PRESIDENT

Date: 1/30/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney _____ Date _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: TxSmartBuy Contract 490-M2

ATTACHMENT A: SCOPE OF WORK

Project Name: LEEDS LCF3 Firearms and Toolmarks Comparison Microscope

Project Address: 321 John Sartain St., Corpus Christi, Texas 78401

Scope of Work: Installation and training of comparison microscope.

Leeds Precision Instruments, Inc. will, as Contractor, provide the following equipment, training, and support:

- A. Delivery and setup of LCF3 firearms comparison microscope system and all associated equipment, accessories, documentation, and applicable software in a suitable climate-controlled environment that meets LEEDS specifications.
- B. Onsite Training:
 - 1. Trainer shall contact Bob May, Contract Administrator, at 361-886-2636, to coordinate and schedule dates for on-site training.
 - 2. Training will be held at the Corpus Christi Police Department, Forensics Division, at address located above during regular operating business hours, Monday through Friday, 8:00am to 5:00pm.
 - 3. Training will be for up to 5 examiners at no charge. Now, should there be a need to train additional examiners, they too will be trained at no additional charge.
 - 4. Trainer will provide and associated training materials.
- C. The Contractor shall:
 - 1. Give any warranty documentation to Bob May, Contract Administrator.
 - 2. Provide any necessary technical support during the regular operating business hours, Monday through Friday, 8:00am to 5:00pm.
 - 3. Repair, replace or adjust this equipment as designed under warranty coverage.

ATTACHMENT B: QUOTE/PRICING SCHEDULE



17300 Medina Road, Suite 600
Minneapolis, MN 55447 USA
Phone: +1-763-546-8575
Fax: +1-763-546-4369
www.leedsmicro.com

Quotation

prepared for

**Corpus Christi Police Department
Attn: Bob May
321 John Sartain Street
Corpus Christi, TX 78401**

Project Description:
Leeds Firearms and Toolmarks Comparison Microscope (LCF3)

Quote Number: 22046, issued by Leeds Precision Instruments, Inc.

This quote is valid from:
December 1, 2022 to February 28, 2023

Shipping Terms: FOB Destination
Payment Terms: Net 30 (With Open Account)
Delivery Terms: Will ship within 90 days of receipt of a Purchase Order, subject to acts of God, or other causes beyond the reasonable control of Leeds.

Respectfully submitted for Leeds Precision Instruments, Inc. by:
Kevin Boulay, Vice President



17300 Medina Road, Suite 600
 Minneapolis, MN 55447
 Phone: 763-546-8575
 Fax: 763-546-4369

Quote #22046

12/1/2022

TO:

CORPUS CHRISTI POLICE DEPT
 ATTN: BOB MAY
 321 JOHN SARTAIN ST
 CORPUS CHRISTI, TX 78401

Payment Terms		Shipping Terms		Quote Valid Until	
Net 30		FOB DEST		2/28/2023	
Item	Qty	U/M	Description	Price	Total
			PROJECT DESCRIPTION: LEEDS FIREARMS AND TOOL MARKS COMPARISON MICROSCOPE (LCF3)		
	1	ea	The following items are offered under Texas CPA Non-Automated Term Contract, Class 490-M2, Microscopes and Accessories. Term of contract: December 1, 2022 through May 31, 2023. Delivery 10-120 days ARO. Minimum order: None. Spot purchase option: \$100.00. FOB destination, dock delivery, freight prepaid and allowed on orders totaling \$200.00 or more to a single destination. Orders totaling less than \$200.00 shipped freight prepaid and added as a separate item on invoice. Payment terms: Net 30. Discount from list price as noted in specific contract line items. Interpretation: Questions concerning terms, conditions and technical specifications should be directed to Corey Korn, Texas Comptroller of Public Accounts, Tele: 512-936-5950, Email: corey.korn@cpa.texas.gov Point of contact at Leeds Instruments, Inc.: Terri Barnett, Tele: 1-800-444-5333, Fax: 763-546-4369, Email: purchasing@leedsmicro.com. Contract information available at http://www.txsmartbuy.com/contracts/view/2046	0.00	0.00T

Respectfully Submitted by: Kevin Boulay, Vice President

Sales Tax (0.0%)

Total (USD)



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Net 30		FOB DEST		2/28/2023	
Item	Qty	U/M	Description	Price	Total
LCF3-OCU1.0	1	ea	<p>LCF3 optical system that includes the Leeds' comparison bridge designed with high-quality optics that provide a superior color balanced system, macrozoom optical bodies with 16:1 zoom ratio, and 1x plan apochromat objectives, with the following:</p> <ul style="list-style-type: none"> - Zoom magnification range of 6x-102x - 14 Matched magnification click stop positions - 11 matched magnification positions between 6x and 56x - ISO 17025:2017 Accredited/NIST Traceable certificate of magnification matching . - 22mm Field Number (FN) - 1X Plan Apochromat objective - Working distance (WD) 60mm - Numerical Aperture (NA) 0.15, super depth of focus - Upright unreversed image - Built-in aperture diaphragms - Images can be viewed as 100% right, 100% left, split, or superimposed image dividing-line controller is easily adjusted with one hand, allowing the examiner to sweep the dividing-line from right to left. Dividing line can be eliminated or adjusted to any desired line width. The same centrally located control allows any percentage of the right and left images to be superimposed as well. - Zoom control on both sides of the bodies - Outside-zoom knob indicates total magnification - System is parfocal with the .5X, 1.6X and 2X objectives carrying the "PF" designation. 	35,253.00	35,253.00T
LCF-3-U330	1	ea	U-TTR-2; Widefield trinocular body with tilting eyepiece tubes. Three position light split selector for 100% Camera, 100% Visual, 50% Visual / 50% Camera can be operated from either the right or left side. (5° to 35° tilt)	3,472.00	3,472.00T

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Item	Qty	U/M	Description	Price	Total
LCF-2-U100H6	2	ea	Widefield focusing 10X eyepiece for UIS optics, high eyepoint, field number 22, 30mm diameter; with shelf for 24mm diameter reticle \pm 5 Diopter adjustment vernier printed on eyepiece. (was 2-U100H6)	295.00	590.00T
LCF-2-U1026	1	ea	CROSSWHN10X-1-7; Widefield 10X Crosshair Eyepiece, high eyepoint, FN 22; 30mm diameter, focusable top lens with crosshair reticle and alignment pin \pm 5 Diopter Adjustment Vernier printed on eyepiece.	392.00	392.00T
LCF3-STATION	1	ea	Ergonomic-shaped table top with object roll-off protection edge. Table is constructed from billet aluminum and is laminate covered. The station includes the following: - Table dimensions: 36" x 24" - Motorized Z-axis column - Object roll-off protection edge - Integrated power outlets, providing four switched and four un-switched receptacles (C13) which supply the same line-in voltage. Switched receptacles are controlled by the stand-by power switch, located on the positionable touch pad, which also toggles the microscope and lighting controls on and off. - Adjustable height aluminum legs with motorized lead screw drive for 12" (300 mm) table height adjustment, from 26" – 38". - Accessory support post (1) which can be positioned over an 18" range, from right to left. - Universal power supply (100 – 250 VAC, 50 – 60 Hz) - Positionable touchscreen for operation of z-axis column, table height, fluorescent lighting, LED spot lighting (if included), and direct read out (DRO) of motorized stage position. - Leg crossbar which can be raised or lowered as needed for foot rest.	15,213.00	15,213.00T
LCF-FOPOS	2	ea	Focus-mount positioner; 4" X-axis range to change the side-to-side position of the universal bullet holder.	344.00	688.00T

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Item	Qty	U/M	Description	Price	Total
LCF3-FFOMT	2	ea	Stage mount with fine and coarse focus control.	2,321.00	4,642.00T
LCF-STAGE	2	ea	Horizontal coaxial control X-Y stage, 180mm x 135mm platform with 50mm X-axis and 77mm Y-axis movement. Uniform ball-bearing motion.	1,856.00	3,712.00T
LCF3-SCALE	1	ea	LCD Measuring scale, inch/metric, .0005"/0.1mm resolution with bracket kit. Includes ISO 17025:2017 Accredited/NIST Traceable Certification of Scale Accuracy.	736.00	736.00T
LCF-COVER	1	ea	Nylon dust cover	292.00	292.00T
MS-LCF-ISO	1	ea	ISO/IEC 17025:2017 accredited calibration, providing certificates of calibration for magnification matching and all measurement functions	0.00	0.00T
SAMPLE HOLDERS					
LCF3-UVLHLR	2	ea	Universal Manipulating Bullet/Shell Holder; with 90 degree vertical to horizontal positioning range. 360 degree rotating chuck with as small as .030" wire to as large as a 10-gauge shotgun shell. This holder allows a shell to be gripped by its inside, or outside, diameter. It can also grip a shell by the extraction groove. This unique holder replaces many special holders, eliminating the additional time required for change over. Includes a mini-platter for sticky wax mounting.	3,956.00	7,912.00T
LCF-PINMTS	1	ea	Set of pin mount pairs, .094", .125", .190", .250".	375.00	375.00T
LCF-PMH	1	ea	Pin mount holder tray	154.00	154.00T
LCF-EPH	1	ea	Third eyepiece holder, attaches to LCF column	130.00	130.00T
LCF-BPVTL	2	ea	Large ball pivot positioner with an adjustable (tilting) surface for toolmark examination.	583.00	1,166.00T
LCF-BPMVISE	2	ea	Ball pivot vise positioner with adjustable (tilting) jaws for toolmark examination.	664.00	1,328.00T
LCF-RFLDOC	2	ea	Reflected light holder for document and toolmark examination. Includes tall adjustable stage clips.	191.00	382.00T
LCF-UVWP	2	ea	Wax platen with ball pivot to mount in universal holder	311.00	622.00T
FLUORESCENT AND LED LIGHTING					

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Item	Qty	U/M	Description	Price	Total
LCF3-FLRKIT	1	ea	Fluorescent light kit for LCF3 station w/articulating arms. Fluorescent light pairs: 13W, 5000K, 900 lumens, energy efficient, "Double U-Tube" quad bar design lamp. Incorporated into a holder with rotating hood, has a lamp life of 10,000 hours.	1,004.00	1,004.00T
LCF-CF13DD	2	ea	CF13DD/E/850 COMMERCIAL BRAND Quad bulb	13.00	26.00T
LCF-LEDFO	1	ea	Fanless 5700K Led cube illuminator light source/LED light source for use with a fiber optic light guide	895.00	895.00T
LCF3-LEDFO-PST	1	ea	LMS-LEDFO Post Mount for LCF3 Station.	103.00	103.00T
LCF-A08520	1	ea	Dual 18" gooseneck light guide with 30" flexible fiber bundle. Mounts directly onto microscope body so that illuminator unit can be located at some distance from the microscope stand.	350.00	350.00T
LCF-D8080	2	ea	Diffused spot lens	198.00	396.00T
LCF-A08080	2	ea	Focusing spot lens	43.00	86.00T
CAMERA AND ADAPTER					
LCF-CMOS5-HDR	1	ea	Leeds 5.1 MP CMOS camera with USB3 connection and High Dynamic Range (HDR) imaging. Sensor size: 11mm with 2448 x 2048 pixels. Pixel size 3.45 µm. Live image refresh rate: 23+ FPS at full resolution (60+ FPS with proper video card). SPOT 5.6 basic software includes digital imaging software with user logins, full monitor mode, basic image set-ups, live preview, basic camera control, basic time-lapse capture, movie export, correct color technology, basic image enhancement tools, reticle generator, calibration marks, measurements, annotations, basic report generator, twain interface for Windows. SPOT 5.6 HDR Module key included.	5,565.00	5,565.00T
LCF-DE63BXC	1	ea	0.63X C-Mount for OLYMPUS BX	549.00	549.00T
			Subtotal		86,033.00
			10% Texas State Contract Discount	-10.00%	-8,603.30
			Subtotal		77,429.70

Respectfully Submitted by: Kevin Boulay, Vice President

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12/1/2022

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TERMS AND CONDITIONS FOR LEEDS LCF AND LCT MODELS

ORDER TERMS AND ACCEPTANCE: All customer orders are subject to these Terms and Conditions. Any inconsistent or conflicting terms in any purchase order, or other customer communication, cannot supersede or modify these Terms and Conditions, and are expressly rejected. All orders are subject to acceptance by Leeds and no provision of goods or services by Leeds will be deemed to be an acceptance of conflicting or inconsistent terms, or a waiver of these Terms and Conditions.

If the customer is the federal government, a state government, an agency of the federal or state government, or a political subdivision of any state, including, but not limited to, any county, city, or municipality, these Terms and Conditions shall be deemed to be subject to the mandated terms and conditions of any said government as they relate to government purchases.

Any transactions with Leeds for products or services will be governed by the laws of the State of Minnesota applicable to contracts and accepted and to be performed in Minnesota, without regard to applicable conflicts of law principles. Any action relating to any Leeds transactions, or these Terms and Conditions, will be brought in the applicable federal or state courts located in Hennepin County, Minnesota. By placing orders with Leeds, each customer irrevocably submits to the jurisdiction and venue of such courts.

SHIPPING: Leeds will attempt to honor special shipping requests, but reserves the right to select the carrier and manner of shipment. All shipping and delivery dates provided are estimates only, and customer will pay all applicable shipping and handling charges. All products are sold and shipped F.O.B. Plymouth, Minnesota, with title and risk of loss passing to customer upon tender to carrier.

PRICING AND PAYMENT: Prices and applicable discount terms are subject to change without notice, and orders will be filled and shipped at prices confirmed on acceptance. Except as otherwise quoted by Leeds, pricing is exclusive of all applicable sales, use or similar taxes, which will be the sole liability of customer. Without Leeds' prior written consent, payment by credit card is not permitted in excess of \$5000.

If credit is extended, customer agrees that Leeds will be entitled to collect interest on any late payments from date of delivery at the rate of 8% per annum.

PRODUCT ACCEPTANCE: In case of any shortage or product damage, customers must notify delivering carrier and Leeds immediately, and must file a carrier claim within 10 days of receipt. Leeds will provide necessary supporting claim information and documentation on request. Leeds will use best efforts to expedite reorders for missing or damaged products, which will also remain subject to Leeds' Terms and Conditions.

RETURNS AND CANCELLATIONS: Unused and undamaged non-custom products are the only type of products that may be returned, provided that the customer has obtained a written return authorization code from Leeds. All such returns must be requested within 30 days of product receipt. Credit for authorized returns will be issued at current price paid, less freight costs and reasonable restocking fees. Cancellation of orders prior to delivery are subject to the following: i) If items ordered are Leeds' stock items, the order cancellation will be accepted without charge or penalty, ii) If items ordered are special order items by Leeds and Leeds has placed a purchase order with the manufacturer, or if the items ordered include Leeds' customization of products, a reasonable fee may be charged, not to exceed an amount equal to 15% of the customer's purchase price.

LIMITED WARRANTY: Leeds warrants that its LCF Firearms & Toolmarks Comparison Microscope and its LCT Trace Evidence Comparison Microscope, will be free from defects in materials and workmanship, under normal use and service, for a period of five years for mechanical or optical defects and one year for electrical, electronic, or wear-related components, provided, however, that the product is placed, and always kept, in a suitable climate controlled environment that meets Leeds' specifications. The warranty shall begin at installation. If any product proves to be defective within the relevant warranty period, the customer must return the defective product to Leeds.

Leeds Precision Instruments, Inc.
17300 Medina Road, Suite 600
Plymouth, MN 55447-5639
(763) 546-8575
www.leedsmicro.com

Leeds at its sole discretion, will repair, replace, or adjust the defective product, provided that Leeds' investigation and factory inspection disclose that such defect developed under normal and proper use and the product is covered under this limited warranty. Repair, replacement, or adjustment of defective product shall be Leeds' sole obligation and the customer's sole remedy.

Revised 12-4-19

ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: <ol style="list-style-type: none"> 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury 	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) <ol style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased 	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract.

Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

BOND REQUIREMENTS:

No bonds are required for this Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

LIMITED WARRANTY: Leeds warrants that its LCF Firearms & Toolmarks Comparison Microscope and its LCT Trace Evidence Comparison Microscope, will be free from defects in materials and workmanship, under normal use and service, for a period of five years for mechanical or optical defects and one year for electrical, electronic, or wear-related components, and provided, however, that the product is placed, and always kept, in a suitable climate controlled environment that meets Leeds' specifications. The warranty shall begin at installation. If any product proves to be defective within the relevant warranty period, the customer must return the defective product to Leeds.

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Leeds at its sole discretion, will repair, replace, or adjust the defective product, provided that Leeds' investigation and factory inspection disclose that such defect developed under normal and proper use and the product is covered under this limited warranty. Repair, replacement, or adjustment of defective product shall be Leeds' sole obligation and the customer's sole remedy.