

QuickSlide Warranty Agreement – New/Renewal

Hardy Diagnostics will repair or replace the instrument under the terms and conditions of this warranty. The liability of Hardy Diagnostics under this warranty, whether in contract, tort, or otherwise, shall not, except as expressly provided herein, exceed Buyer's purchase price on which such liability is based. Please note that:

- Repaired units will be given the latest software upgrades.
- Shipping charged to and from the buyer will be provided by Hardy Diagnostics.
- Travel costs are not included as part of warranty.
- Extended warranties do not include the routine replacement of the tube sets.

Hardy Diagnostics shall not be obligated under this warranty if the need for repairs or replacements results from Buyer's or end users' failure to operate and maintain the system as specified in the operating manual. Hardy Diagnostics shall not be responsible for results generated from or damage caused by Buyer's or end users' use of third party reagents or use of third party maintenance services.

This warranty does not cover any claims, actions, losses, damages, demands, liabilities, costs or expenses, including attorney's fees or expenses, whether a suit or other proceeding is initiated or not, which may arise from, but not limited to, the following events: (i) misrepresentations made by Buyer, (ii) any neglect by Buyer or end-users, (iii) Buyer's or end-users' use of products not in compliance with published specifications which are not for their intended purposes, (iv) Buyer's or end-users' modifications or alterations of products, (v) damage from Buyer or end-user misuse, or operation outside of the environmental specifications for the products, (vi) any other act, or failure to act, not in accordance with the terms and conditions of this warranty by Buyer or end user, and (vii) any condition listed below which would invalidate this warranty.

Any of the following conditions shall invalidate the warranty:

- i. Buyer's or end users' failure to properly perform the maintenance required in the operator's manual.
- ii. Repairs by persons other than Hardy Diagnostics service personnel, unless authorized in writing by Hardy Diagnostics personnel.
- iii. Replacements with other than genuine QuickSlide™ parts.
- iv. Buyer's or end users' negligence or negligent operation of the System.
- v. Unauthorized alterations or modifications to the System or software.
- vi. Removal of the protective case without service authorization.
- vii. Use of reagents other than those provided by Hardy Diagnostics.
- viii. Use of microscope slides other than PROBOND microscope slides on the GramPRO 80.
- ix. Use of microscope slides other than the Hardy Diagnostics cat. no. PB72, Cardinal cat.no. M6143, Thermo cat.no. P4981, or VWR cat.no. 48382-117 slides with the GramPRO 1.
- x. Use of specimen fixation method other than methanol fixation.
- xi. Broken glass slides in tubing, cuvettes, or the waste ports as an outcome of buyer or end user negligence.

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Buyer waives their Implied Warranty if Buyer fails to use the slides, reagents, and other accessories, as directed by Hardy Diagnostics, with our staining instruments, or fails to follow the defined operating procedures. Use of any unauthorized slides, reagents, or accessories in our staining instruments or failure to follow the defined operating procedures, could produce erroneous results. Hardy Diagnostics is not liable for any damages, financial or otherwise, caused by the use of unauthorized slides, reagents, or accessories, or as a result of not following the defined operating procedures. **HARDY DIAGNOSTICS HEREBY EXCLUDES AND IN NO EVENT SHALL BE LIABLE TO BUYER OR END USER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.**

All other components are covered, granted the user follows the operating instructions. Refer to our Domestic Terms and Conditions at www.HardyDiagnostics.com/terms-conditions and our International Terms and Conditions at www.HardyDiagnostics.com/international-terms-conditions for additional information.

Hardy Diagnostics represents and warrants to Buyer that all products shipped by Hardy Diagnostics to Buyer, as of the date of such shipment, shall conform in all material respect to the specifications last published at www.HardyDiagnostics.com before the time of shipment of the products. **HARDY DAIGNOSTICS MAKES NO OTHER WARRANTIES TO BUYER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

How Long Coverage Lasts: The initial warranty lasts for a period of twelve (12) months from the time of original instrument shipment, except for products that have any expiration date, in which case the warranty lasts until the expiration date. When the instrument's initial 12 month warranty expires or is close to expiration, buyers may purchase up to four (4) successive extended warranty renewals each covering a period of twelve (12) months from the date of purchase of the extended warranty. Once an instrument has aged five (5) years from the initial purchase date from Hardy Diagnostics, the instrument is no longer eligible to be covered under a warranty agreement even if all four (4) extended warranty agreements have not been purchased.

How to Get Service: In order to be eligible for service under this warranty, the problem must be reported to Hardy Diagnostics in writing within five business days after it becomes apparent while the warranty is in effect, provided an opportunity is afforded for examination by Hardy Diagnostics.

Governing Law: This warranty shall be governed by the Uniform Commercial Code as adopted in the State of Wyoming.