

# MicroBioLogics

## **PRODUCT WARRANTY AND PRODUCT REPLACEMENT**

### **PRODUCT WARRANTY**

MicroBioLogics warrants that products, exclusive of disclaimer statement, will perform satisfactorily and be free of defect if used as intended, stored as directed, processed in accord with instructions, and used before the expiration date.

*MICROBIOLOGICS MAKES NO FURTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCT AND EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.*

### **PRODUCT REPLACEMENT**

MicroBioLogics agrees to replace or give credit for any product that fails to meet stated specifications and performance, provided the correct procedures have been followed. Should any product fail to meet specifications and performance, contact MicroBioLogics' Technical Support Service Department at 320-253-1640. Be prepared to provide:

- the nature of the problem;
- the product description;
- catalog number;
- lot number;
- date of receipt; and,
- the number of units involved.

All claims for unsatisfactory product performance must be made prior to the expiration date.

Should any product arrive in a damaged condition, the carrier must note the condition on the delivery receipt. All claims for products damaged during shipment must be made to MicroBioLogics within seven (7) business days of receipt.

*MICROBIOLOGICS' SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE, AT THE OPTION OF MICROBIOLOGICS, TO REPLACE THE PRODUCTS. IN NO EVENT SHALL MICROBIOLOGICS BE LIABLE FOR ANY PROXIMATE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PRODUCTS.*