

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 according to instructions, and used by the expiration date. The expiration date is the last day of the month stated on the product label.

Microbiologics products are covered under warranty to meet the specifications and performance printed and illustrated in product inserts, instructions, and supportive literature. The warranty, expressed or implied, is limited when:

- The procedures employed in the laboratory are contrary to printed and illustrated directions and instructions.
- The products are employed for applications other than the intended use cited in product inserts, instructions and supportive literature.
- If the resuscitated culture or rehydrated material is frozen Microbiologics cannot guarantee the stated characteristics of the product.

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 Department at +1.320.229.7045 or techsupport@microbiologics.com.

Please be prepared to provide:

- nature of the problem
- product description
- catalog number
- lot number
- date of receipt
- 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.