

PUBTHE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
24-869

SAP Number  
440025928

### Department of Public Health


Department Contract Representative	<u>Samantha Padilla</u>
Telephone Number	<u>909 677-3929</u>
Contractor	<u>Hardy Diagnostics</u>
Contractor Representative	<u>Isaac Adelman</u>
Telephone Number	<u>(619)889-3584</u>
Contract Term	<u>9/10/2024 through 9/9/2026</u>
Original Contract Amount	<u>\$90,000 (\$45,000 annually)</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$90,000 (\$45,000 annually)</u>
Cost Center	<u>9300191000</u>
Grant Number (if applicable)	<u>N/A</u>

**Briefly describe the general nature of the contract:**

Approve contract (Quote No. Q-48622), from Hardy Diagnostics, including non-standard terms, for the provision of purchasing lab testing supplies used to test bacterial and fungal human pathogens, in a total amount not-to-exceed \$90,000, for the period of September 10, 2024 through September 9, 2026, with \$45,000 being allocated annually.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

  
Adam Ebright, County Counsel


Date 08/27/2024

Reviewed for Contract Compliance



Date \_\_\_\_\_

Reviewed/Approved by Department

  
Joshua Dugas, Director

Date 08/27/2024



**Price Quote**



FM 572526

1430 West McCoy Lane  
 Santa Maria, CA 93455  
 Tel: (805) 346-2766  
 Fax: (805) 346-2760  
 www.HardyDiagnostics.com  
 Email: sales@hardydiagnostics.com



**PRICE QUOTE - Please Forward To Your Purchasing Department**

**Customer:** San Bernardino Public Hlth Lab  
 268 W. Hospitality Ln 4th Floor Auditor-  
 Controller/Treasurer/Tax Collect  
 Ontario, CA 91762

**Phone:**  
**Quote:** Q-48622

**Date Prepared:** 5/28/2024  
**Valid Dates:** 7/1/2024 - 6/30/2025

**Account Manager:** Isaac Adelman  
**Customer Number:** SBPHL1  
**Contact:**  
**Payment Terms:** NET30

- Terms and Conditions:** Seller's (Hardy Diagnostics) acceptance of a purchase order from the Buyer is expressly conditional upon Buyer's consent to all the terms of sale last published on the Hardy Diagnostics website: [www.HardyDiagnostics.com/terms-conditions/](http://www.HardyDiagnostics.com/terms-conditions/).
- Pricing:** Hardy Diagnostics will make every effort to keep the prices listed unchanged for the quote's duration. However, Hardy Diagnostics reserves the right to change the quoted prices at any time without notice, due to unforeseen increases in material, labor, transportation, or other relevant costs.
- Confidentiality:** All pricing information provided within this price quote is account specific and considered CONFIDENTIAL. It is strictly forbidden to share this information with any third party without the formal written consent of Hardy Diagnostics.
- Support:** For customer service, email: [CustService@HardyDiagnostics.com](mailto:CustService@HardyDiagnostics.com). For technical support, email: [TechService@HardyDiagnostics.com](mailto:TechService@HardyDiagnostics.com). You may also reach us by calling 805-346-2766 or 800-266-2222 and ask for Customer Service or Technical Support.
- Extreme Weather:** In cases of extreme weather, when Hardy Diagnostics must ship temperature sensitive products by next day air, the customer will be responsible for paying the case of next day air instead of our normal ship method.

Part Code	Description 1	Description 2	Min Order Qty	Unit Price	Valid From
222641	Salmonella O Antiserum Poly A-I & VI, Factors 1-16, 19, 22-25, 34 & Vi	Salmonella O Antiserum Poly A-I & VI, Factors 1-16, 19, 22-25, 34 & Vi	0 EA	\$144.44	7/1/2024
229481	Salmonella O Antiserum Group B, #1, 4, 5 & 12, 3mL	Salmonella O Antiserum Group B, #1, 4, 5 & 12, 3mL	0 EA	\$217.58	7/1/2024
229501	Salmonella O Antiserum Group C2, #6 & 8, 3mL	Salmonella O Antiserum Group C2, #6 & 8, 3mL	0 EA	\$190.39	7/1/2024
229511	Salmonella O Antiserum Group D1, #1, 9&12, 3mL	Salmonella O Antiserum Group D1, #1, 9&12, 3mL	0 EA	\$155.43	7/1/2024
230918	Penicillin, P-10	Penicillin, P-10	0 EA	\$13.85	7/1/2024
230926	Polymyxin B, PB-300	Polymyxin B, PB-300	0 EA	\$13.85	7/1/2024

Part Code	Description 1	Description 2	Min Order Qty	Unit Price	Valid From
231227	Sensi-Disc Gentamicin, GM-10, BD, 50 Disks	Sensi-Disc Gentamicin, GM-10, BD, 50 Disks	0 EA	\$14.48	7/1/2024
311A16	Acid Alcohol 3%, for AFB, 16 ounces	Acid Alcohol 3%, for AFB, 16 ounces	0 EA	\$20.79	7/1/2024
A80	V Agar, for Gardnerella Vaginalis, 15x100mm Plate	V Agar, for Gardnerella Vaginalis, 15x100mm Plate	0 PK10	\$12.45	7/1/2024
AA88	Acid Alcohol 0.5%, Decolorizer, 250mL	Acid Alcohol 0.5%, Decolorizer, 250mL	0 EA	\$9.31	7/1/2024
AF900	Acid Fast Stain Kit, Kinyoun, Cold Method for AFB	Acid Fast Stain Kit, Kinyoun, Cold Method for AFB	0 EA	\$45.39	7/1/2024
C21	Lowenstein Jensen (LJ) Agar, Slant, 20x125mm Glass Tube	Lowenstein Jensen (LJ) Agar, Slant, 20x125mm Glass Tube	0 pk20	\$32.67	7/1/2024
C34	Middlebrook 7H10, Slant, 10mL Fill, 20x125mm Glass Tube	Middlebrook 7H10, Slant, 10mL Fill, 20x125mm Glass Tube	0 PK20	\$55.57	7/1/2024
CF008	Carbol Fuchsin for AFB (Acid Fast Bacteria), Kinyoun cold stain, for Mycobacteria	Carbol Fuchsin for AFB (Acid Fast Bacteria), Kinyoun cold stain, for Mycobacteria	0 EA	\$22.05	7/1/2024
CS100BNB	CryoSavers Brucella Broth with 10% Glycerol, No Beads, Opaque Cap, 1.5mL Fill	CryoSavers Brucella Broth with 10% Glycerol, No Beads, Opaque Cap, 1.5mL Fill	0 PK100	\$149.67	7/1/2024
CS81B	CryoSavers Brucella Broth with 10% Glycerol, with Beads, Blue Cap, 1.0 - 1.4mL Fill	CryoSavers Brucella Broth with 10% Glycerol, with Beads, Blue Cap, 1.0 - 1.4mL Fill	0 PK81	\$207.77	7/1/2024
D008F	Decolorizer, Fast, 25% Alcohol / 75% Acetone, 250mL	Decolorizer, Fast, 25% Alcohol / 75% Acetone, 250mL	0 EA	\$9.91	7/1/2024
D590	DiluLok, Butterfield's Phosphate Buffer, 90ml Fill, Dilution Bottle with Hinged Flip Top	DiluLok, Butterfield's Phosphate Buffer, 90ml Fill, Dilution Bottle with Hinged Flip Top	0 pk50	\$94.04	7/1/2024
E30	Thayer Martin Modified Agar, with VCNT (Vancomycin, Colistin, Nystatin, Trimethoprim), for gonorrhea, 15x100mm Plate	Thayer Martin Modified Agar, with VCNT (Vancomycin, Colistin, Nystatin, Trimethoprim), for gonorrhea, 15x100mm Plate	0 pk10	\$7.62	7/1/2024
G343	HardyCHROM Candida + auris, Chromogenic Medium, 15x100mm Plate	HardyCHROM Candida + auris, Chromogenic Medium, 15x100mm Plate	0 PK10	\$53.03	7/1/2024
GK400A	Gram Stain Kit, Advanced, with Stabilized Iodine, HDx, 4x8oz	Gram Stain Kit, Advanced, with Stabilized Iodine, HDx, 4x8oz	0 EA	\$54.30	7/1/2024
HS1F	SpeedStreaks Loop, Disposable, Flexible, Light Green Color, 1ÅµL	SpeedStreaks Loop, Disposable, Flexible, Light Green Color, 1ÅµL	0 EA	\$95.91	7/1/2024
HST10F	Loop, Inoculating, Flexible Plastic, Disposable, Light Blue, Calibrated, 10ÅµL	Loop, Inoculating, Flexible Plastic, Disposable, Light Blue, Calibrated, 10ÅµL	0 EA	\$95.91	7/1/2024
K01	GN Broth, 6mL, 13x100mm Glass Tube	GN Broth, 6mL, 13x100mm Glass Tube	0 PK20	\$46.39	7/1/2024

Part Code	Description 1	Description 2	Min Order Qty	Unit Price	Valid From
K194	MacConkey Broth with Durham Tube, 5mL, 13x100mm Glass Tube	MacConkey Broth with Durham Tube, 5mL, 13x100mm Glass Tube	0 pk20	\$33.69	7/1/2024
L29	Esculin Agar Slant, 6.5mL Fill, 16x100mm Tube	Esculin Agar Slant, 6.5mL Fill, 16x100mm Tube	0 PK20	\$38.92	7/1/2024
L65	Urea Agar Slant, 5.5mL	Urea Agar Slant, 5.5mL	0 PK20	\$45.41	7/1/2024
LS100	CompactDry Listeria spp (LS)	CompactDry Listeria spp (LS)	0 pk100	\$245.45	7/1/2024
MB008	Methylene Blue, 1%, for AFB (Acid Fast Bacteria) stain for mycobacteria, 8oz	Methylene Blue, 1%, for AFB (Acid Fast Bacteria) stain for mycobacteria, 8oz	0 EA	\$10.23	7/1/2024
PL030HD	StrepPRO Streptococcal Grouping Kit, Rapid Latex Agglutination Test for Streptococcus Lancefield Grouping	StrepPRO Streptococcal Grouping Kit, Rapid Latex Agglutination Test for Streptococcus Lancefield Grouping	0 EA	\$484.73	7/1/2024
PL070HD	E. coliPRO O157 Latex Kit, Rapid Latex Agglutination Test for E. coli O157	E. coliPRO O157 Latex Kit, Rapid Latex Agglutination Test for E. coli O157	0 EA	\$141.82	7/1/2024
PPC18	0.5% Potassium Permanganate, 8 ounces	0.5% Potassium Permanganate, 8 ounces	0 EA	\$10.26	7/1/2024
ST50	StaphTEX Blue, a Rapid Latex Agglutination Test for Staphylococcus aureus	StaphTEX Blue, a Rapid Latex Agglutination Test for Staphylococcus aureus	0 EA	\$127.00	7/1/2024
U297	Standard Method Agar (SMA), 500mL Fill, Polycarbonate Bottle	Standard Method Agar (SMA), 500mL Fill, Polycarbonate Bottle	0 PK10	\$161.86	7/1/2024
U376	Potato Dextrose Agar (PDA), USP, 500mL Fill, Polycarbonate Bottle	Potato Dextrose Agar (PDA), USP, 500mL Fill, Polycarbonate Bottle	0 PK10	\$311.64	7/1/2024
X20	HardyFlask Inhibitory Mold Agar (IMA), 12mL Fill	HardyFlask Inhibitory Mold Agar (IMA), 12mL Fill	0 PK20	\$49.52	7/1/2024
X30	HardyFlask Mycobiotic Agar, 12mL Fill	HardyFlask Mycobiotic Agar, 12mL Fill	0 PK20	\$67.04	7/1/2024
Y11	CTA Base Medium, 3mL Fill, 13x100mm Polycarbonate Tube	CTA Base Medium, 3mL Fill, 13x100mm Polycarbonate Tube	0 PK20	\$69.94	7/1/2024
Y14	CTA with Maltose, 3mL Fill, 13x100mm Polycarbonate Tube	CTA with Maltose, 3mL Fill, 13x100mm Polycarbonate Tube	0 PK20	\$68.42	7/1/2024
Y16	CTA with Sucrose, 3mL Fill, 13x100mm Polycarbonate Tube	CTA with Sucrose, 3mL Fill, 13x100mm Polycarbonate Tube	0 PK20	\$73.28	7/1/2024
Y57	OF Dextrose Medium, 3mL Fill, 13X100mm Polycarbonate Tube	OF Dextrose Medium, 3mL Fill, 13X100mm Polycarbonate Tube	0 pk20	\$76.50	7/1/2024
Z003	CoaguStaph Rabbit Coagulase Plasma with EDTA, Freeze Dried, for Staphylococcus aureus, 6x3mL vials	CoaguStaph Rabbit Coagulase Plasma with EDTA, Freeze Dried, for Staphylococcus aureus, 6x3mL vials	0 EA	\$91.71	7/1/2024

Part Code	Description 1	Description 2	Min Order Qty	Unit Price	Valid From
Z118	Caffeic Acid Disks, for Cryptococcus, 25 disks	Caffeic Acid Disks, for Cryptococcus, 25 disks	0 EA	\$25.41	7/1/2024
Z137	BlueMount, permanent fungal stain, lactophenol cotton blue with PVA, 15mL	BlueMount, permanent fungal stain, lactophenol cotton blue with PVA, 15mL	0 EA	\$15.19	7/1/2024
Z217	Germ Tube Cryo, for Candida albicans ID, 0.5mL Fill, Cryovial	Germ Tube Cryo, for Candida albicans ID, 0.5mL Fill, Cryovial	0 pk20	\$100.19	7/1/2024
Z49	LanaGram Rapid Color Test for Bacterial Gram Reaction	LanaGram Rapid Color Test for Bacterial Gram Reaction	0 PK15	\$45.61	7/1/2024
Z56	AFB Smear Fix for Bactec BCB, 15mL	AFB Smear Fix for Bactec BCB, 15mL	0 EA	\$22.05	7/1/2024
Z60	NALC (N-Acetyl-L-Cysteine) Powder, for sputum digestant, 250mg, 16x100 Tube	NALC (N-Acetyl-L-Cysteine) Powder, for sputum digestant, 250mg, 16x100 Tube	0 PK20	\$48.98	7/1/2024
Z604	Nocardia Hydrolysis Kit for Actinomycetes, 18mL, 20x125mm Tubes	Nocardia Hydrolysis Kit for Actinomycetes, 18mL, 20x125mm Tubes	0 EA	\$115.58	7/1/2024
Z64	India Ink, for Cryptococcus, Dropper Bottle, 15mL	India Ink, for Cryptococcus, Dropper Bottle, 15mL	0 EA	\$13.55	7/1/2024
Z65	Spot Test, Indole, DMACA on Filter Paper, Cinnamaldehyde	Spot Test, Indole, DMACA on Filter Paper, Cinnamaldehyde	0 EA	\$13.21	7/1/2024
Z67	SpotDrops, Indole, Kovac's Reagent, 15mL	SpotDrops, Indole, Kovac's Reagent, 15mL	0 EA	\$6.89	7/1/2024
Z70	Ninhydrin Reagent in Alcohol, 15mL	Ninhydrin Reagent in Alcohol, 15mL	0 EA	\$29.78	7/1/2024
Z7011	HardyDisk Opotochin Differentiation Disk	HardyDisk Opotochin Differentiation Disk	0 EA	\$14.91	7/1/2024
Z7021	HardyDisk Bacitracin Differentiation Disk, 0.04 units	HardyDisk Bacitracin Differentiation Disk, 0.04 units	0 EA	\$14.91	7/1/2024
Z7031	HardyDisk X-Factor Disk	HardyDisk X-Factor Disk	0 EA	\$14.91	7/1/2024
Z7041	HardyDisk V-Factor Disk	HardyDisk V-Factor Disk	0 EA	\$14.91	7/1/2024
Z7051	HardyDisk XV-Factor Disk	HardyDisk XV-Factor Disk	0 EA	\$14.91	7/1/2024
Z71	SpotDrops, Nitrate Reagent A, Sulfanilic Acid, 15mL	SpotDrops, Nitrate Reagent A, Sulfanilic Acid, 15mL	0 EA	\$7.09	7/1/2024
Z72	SpotDrops, Nitrate Reagent B, Naphthylamine, 15mL	SpotDrops, Nitrate Reagent B, Naphthylamine, 15mL	0 EA	\$7.29	7/1/2024
Z7291	Novobiocin 5Åµg, NB-5, for the identification of Staphylococcus saprophyticus	Novobiocin 5Åµg, NB-5, for the identification of Staphylococcus saprophyticus	0 EA	\$15.23	7/1/2024
Z73	Nitrate Reagent C, Zinc Dust	Nitrate Reagent C, Zinc Dust	0 EA	\$14.91	7/1/2024
Z7301	Nitrocef Disks	Nitrocef Disks	0 EA	\$108.84	7/1/2024
Z7321	ONPG Disks, for the Detection of Galactosidase in Slow Lactose Fermenters	ONPG Disks, for the Detection of Galactosidase in Slow Lactose Fermenters	0 EA	\$22.97	7/1/2024

Part Code	Description 1	Description 2	Min Order Qty	Unit Price	Valid From
Z75	PYR Test Kit (Pyrolidonyl Aminopeptidase), 5mLs of Chromogenic Developer with Paper Disks, 25 tests	PYR Test Kit (Pyrolidonyl Aminopeptidase), 5mLs of Chromogenic Developer with Paper Disks, 25 tests	0 EA	\$23.12	7/1/2024
Z76	Catalase Reagent, Hydrogen Peroxide 3%, H2O2, 60mL, Screw Cap	Catalase Reagent, Hydrogen Peroxide 3%, H2O2, 60mL, Screw Cap	0 EA	\$14.91	7/1/2024
Z77	Potassium Hydroxide, 10% KOH, 15mL Dropper Vial	Potassium Hydroxide, 10% KOH, 15mL Dropper Vial	0 EA	\$15.21	7/1/2024
Z79	Mineral Oil, Heavy, for Oil Overlays, 15mL Dropper Vial	Mineral Oil, Heavy, for Oil Overlays, 15mL Dropper Vial	0 EA	\$9.57	7/1/2024
Z80	Mineral Oil, Heavy, for Oil Overlays and Other Uses, 150mL	Mineral Oil, Heavy, for Oil Overlays and Other Uses, 150mL	0 EA	\$24.59	7/1/2024
Z8411	HardyDisk Colistin, CT, 10mcg	HardyDisk Colistin, CT, 10mcg	0 EA	\$11.82	7/1/2024
Z8541	HardyDisk AST Gentamicin, GM10	HardyDisk AST Gentamicin, GM10	0 EA	\$11.94	7/1/2024
Z8545	HardyDisk AST Gentamicin, GM10	HardyDisk AST Gentamicin, GM10	0 EA	\$34.91	7/1/2024
Z9245	HardyDisk AST Vancomycin, Va30	HardyDisk AST Vancomycin, Va30	0 EA	\$36.87	7/1/2024
Z93	OxiStrips, Oxidase Strips	OxiStrips, Oxidase Strips	0 EA	\$8.12	7/1/2024
				<b>TOTAL:</b>	\$4,748.60

**Special Instructions**

*Thank you for the opportunity to serve you!*

# TERMS & CONDITIONS

## Standard Terms and Conditions of Sale

**Terms of Agreement.** Seller's (Hardy Diagnostics') acceptance of any offer by Buyer to purchase the products is expressly conditional upon Buyer's assent to all the terms and conditions herein, unless expressly agreed to in writing by Seller.

**Time of Delivery.** Seller shall have the right to specify date of delivery, but the deadline for placing orders for same day shipments is 12:00 p.m. for all U.S. time zones.

**Delivery in Lots.** Seller shall have the right to deliver all of the goods at one time or in portions from time to time.

**Place of Delivery.** The goods shall be delivered at Buyer's address last known to Seller.

**Method of Transfer.** By same day shipping, Seller generally achieves one or two day ground delivery. Seller will ship ground or best way.

**Shipping Terms.** Shipping terms are "F.O.B. Destination, freight prepay and add." This means that Seller pays the freight and adds the freight charges to its invoice to Buyer. Seller retains title and risk of loss while the goods are in transit. Seller selects the carrier. Claims for loss or damage attributable to the carrier are Seller's responsibility. Buyer must note visible loss or damage on the delivery receipt before signing for the shipment and report claims to Seller within five business days after delivery of shipment.

**Freight Collect and Third Party Orders.** Shipping terms for freight collect and third party orders are "F.O.B. Origin, freight collect." This means that Buyer pays and bears freight charges. Buyer assumes title and risk of loss while the goods are in transit.

Buyer is entitled to route the shipment. Claims for loss or damage attributable to the carrier are Buyer's responsibility.

**Conditions.** In addition to any legal standards' excusing performance due to impracticability, Seller's duty to perform is expressly conditioned upon the market price of its raw materials' not exceeding the Consumer Price Index and Seller's ability to obtain the necessary raw materials to fulfill its obligations.

**Force Majeure.** Shipping dates are estimated, and Seller shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any cause beyond its reasonable control including, but not limited to, act of nature (e.g., earthquakes, extreme weather conditions, such as floods), war or threat of war, terrorist act, blockade, revolution, riot, civil commotion, fire, industrial action/strike, government action, embargo, unavailability of goods, default of suppliers, loss or breakdown of carrying vessel, and any delays resulting from any such cause shall extend the time for delivery correspondingly.

**Amount of Price.** The price to be paid by Buyer shall be that contained on Seller's quotation to Buyer (until the expiration date) or on the price list last published at [www.HardyDiagnostics.com](http://www.HardyDiagnostics.com) before the time of shipment of the goods. The prices set forth there do not include sales or use taxes, duties or fees, or shipping or handling charges. Buyer shall be invoiced those amounts, where the shipping and handling charges shall apply that are last posted on Seller's website before the time of shipment of the goods.

**Time of Payment.** Where credit is extended, payment is net 30 days from the date of invoice. Unless Buyer is extended credit terms by Seller, Buyer shall pay for the goods prior to shipment. Buyer is responsible for a 1.5% finance charge per month on past due accounts and all expenses of collections, including reasonable attorney's fees.

**Right of Inspection.** Buyer shall accept the merchandise if the merchandise conforms in all material respect to the specifications last published at [www.HardyDiagnostics.com](http://www.HardyDiagnostics.com) before the time of shipment of the goods. If the merchandise fails to meet these specifications, Buyer shall notify Seller in writing during an inspection period, which shall be five business days following receipt by Buyer of such merchandise. The parties agree that Seller will either replace the merchandise upon its return or, alternatively, credit Buyer's purchase price for the merchandise upon its return, at Seller's option, and that this remedy is intended to be the sole and exclusive remedy of Buyer.

**Cancellation.** An order once placed with and accepted by Seller can be cancelled only with Seller's consent and upon terms that will indemnify Seller against loss.



**Limitation of Liability.** The liability of Seller under this Agreement, whether in contract, tort, or otherwise, shall not, except as expressly provided herein, exceed Buyer's purchase price on which such liability is based.

**Exclusion of Damages.** SELLER HEREBY EXCLUDES AND IN NO EVENT SHALL BE LIABLE TO BUYER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.

**Warranty Grant.** Seller grants to Buyer the warranty last published at [www.HardyDiagnostics.com](http://www.HardyDiagnostics.com) before the time of shipment of the goods. SELLER MAKES NO OTHER WARRANTIES TO BUYER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Shelf Life.** For most culture media products that are received with fewer than 28 days' remaining shelf life and are unable to be used within that time, upon notification at time of expiration, Seller will issue credit or replacement for the unused portion.

**Product Returns.** Except as otherwise provided with respect to the provisions to meet specifications during the inspection period and during the warranty period, Buyer shall not be permitted to return any products without obtaining (i) the written prior approval of Seller to return such products and (ii) a returned-goods authorization (RGA) number issued by Seller. All returned products will be credited at Buyer's purchase price. Returns must be received by Seller in original condition. Seller cannot accept returns of US Pharmacopeia- (USP-) designated products, biological materials that incur a hazmat fee, other Regulated (OR) items, and iodine stains and reagents. Most refrigerated or frozen items will be deemed non-returnable. If a RGA number is issued by Seller, Buyer shall have 14 business days from the date of delivery to return non-refrigerated items and seven business days from the date of delivery to return refrigerated items. Refrigerated and frozen returns must be shipped by overnight delivery. The returns are subject to a 25% restocking fee.

**Customer and Technical Advice.** The advice of Seller's customer and technical staff is available to the trade, but Seller, not controlling or supervising the subsequent management of its products or their use after sale, does not warrant or guarantee such advice.

**Applicable Law.** This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Wyoming.

**Privacy Policy.** [Please view our privacy policy in full.](#)

## Product Warranty

**What Is Covered.** Hardy Diagnostics (Seller) represents and warrants to Buyer that all products shipped by Seller to Buyer, as of the date of such shipment, shall conform in all material respect to the specifications last published at [www.HardyDiagnostics.com](http://www.HardyDiagnostics.com) before the time of shipment of the products. SELLER 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.** This warranty lasts for a period of six months from the time of shipment, except for products that have an expiration date, in which case the warranty lasts until the expiration date.

**What Is Not Covered.** 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 thereto or 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, or (vi) any other act, or failure to act, not in accordance with the terms and conditions of this warranty by Buyer. SELLER HEREBY EXCLUDES AND IN NO EVENT SHALL BE LIABLE TO BUYER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.

**What Hardy Diagnostics Will Do.** This warranty provides that Seller will either replace the merchandise upon its return or, alternatively, credit Buyer's purchase price for the merchandise upon its return, at Seller's option, and that this remedy is intended to be the sole and exclusive remedy of Buyer.

The liability of Seller 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.

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

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