



**LIMITATION OF WARRANTY AND LIABILITY**

NOTICE: READ THIS LIMITATION OF WARRANTY AND LIABILITY BEFORE USING THE DUPONT™ LATERAL FLOW SYSTEM™. If the terms are not acceptable, notify DuPont, Inc. (DuPont) immediately and arrangements will be made for return of the unused test strips and/or media to DuPont and for the refund of the purchase price, less shipping costs. USE OF DUPONT™ LATERAL FLOW SYSTEM™ TEST STRIPS AND/OR MEDIA CONSTITUTES AN ACCEPTANCE OF ALL TERMS AND/OR CONDITIONS OF THIS LIMITATION OF WARRANTY AND/OR LIABILITY. Any additional or different terms in User's purchase form(s) are material alterations and hereby rejected.

DuPont warrants that the DuPont™ Lateral Flow System™ test strips and/or media will be free of defects in materials and workmanship when used in accordance with the applicable instructions to the expiration date marked on the product label. Application protocols published by DuPont are intended as guidelines; each User is expected to validate the applicability of each protocol to their individual applications.

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The sole obligation of DuPont with respect to the foregoing warranties shall be, at its option, to either replace or to refund the purchase price of the Product(s) that proves defective in materials or workmanship within the warranty period, provided the User notifies DuPont promptly of any such defect.

The accuracy of the DuPont™ Lateral Flow System™ can be affected by factors over which DuPont has no control, including, without limitation, the use of the test strips and/or media in a manner that is contrary to the conditions of use, the procedures or the instructions specified by DuPont. Because of the large number of factors over which DuPont has no control, DuPont makes no promise or guarantee of the accuracy of results obtained from the use of the DuPont™ Lateral Flow System™. In particular, DuPont disclaims any warranty or liability and assumes no responsibility whatever for the failure of the DuPont™ Lateral Flow System™ due, in whole or in part, to User's failure to (a) properly maintain equipment, (b) maintain specified operating or storage conditions, (c) follow the specified instructions, or (d) use the proper microbiological techniques consistent with the standard of care accepted in the industry for the proper collection, storage, handling and preparation of the sample.

Externally caused failures, such as improper sample preparation, improper storage or loading of reagents, electrical outages, or out-of-specification environmental conditions are not covered under this warranty. Circumstances beyond the reasonable control of DuPont, including fire, explosions, accidents, flood, labor trouble or shortage, war, act of or authorized by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or acts of God are not covered under this warranty.

The DuPont™ Lateral Flow System™ is designed to test only for the presence of the target organisms specified in the particular assay. DuPont™ Lateral Flow System™ has been tested against many, but not all, strains of the target within the sample types specified in the package insert. DuPont, therefore, cannot and does not make any representation or warranty that the DuPont™ Lateral Flow System™ is capable of detecting every bacterium in the target genus, serotype, or species in any sample source. Accordingly, the DuPont™ Lateral Flow System™ should not be used as the sole test for the release of User's products, nor should it be used as the sole basis for determining the safety of User's products.

USER ASSUMES ALL RISKS IN USING THE DUPONT™ LATERAL FLOW SYSTEM™. DUPONT OR ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, ITS LICENSORS OR REPRESENTATIVES SHALL HAVE NO LIABILITY TO BUYER OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS EVEN IF CAUSED BY THE NEGLIGENCE OF DUPONT OR ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, ITS LICENSORS OR REPRESENTATIVES AND/OR IF DUPONT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR IF THEY ARE FORESEEABLE.

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