

Standard Terms and Conditions

Definitions

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Customer", "You" and "Your" refers to you, the person, who is accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company (Drucker Diagnostics). "Party", "Parties", or "Us", refers to both the Customer and ourselves, or either the Customer or ourselves, "Goods" means any goods and/or services provided by the Company as ordered by the Customer

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Customer in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Customer's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing U.S. Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Application

These terms and conditions apply to any provision of services or materials by the Company to the Customer.

Formation of Contract or Agreement

All Goods sold by the Company are sold subject to the Company's standard terms and conditions (as detailed below) which form part of the Customer's contract with the Company. Terms and conditions on the Customer's order form or other similar document shall not be binding on the Company.

Quotation

The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.

Orders

Orders will be deemed to have been placed when a confirmation has been received from the customer service representative of our company.

Timetable

The Company will use its best resources to supply the services or materials within the quoted time but time will not be of the essence within the contract.

Indemnification

The Company agrees to indemnify and hold harmless, the customer, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions or the Company, its directors, officers, employees and agents.

Copyright

The Customer acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by international recognized copyright laws, international treaty provisions and all other applicable international laws.

Insurance

At all times during the term of this agreement we shall procure and maintain commercial general liability insurance including products liability coverage covering itself and its employees and agents providing services pursuant to the agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. Our Company shall provide to the Customer a certificate of insurance evidencing that such coverage is in effect during the term of this agreement.

Risk of Loss

The risk of loss or damage to the goods shall pass to the Customer upon shipment of the goods.

Payment

New Customers or other Customers out of terms may be expected to pay in advance or any form of major credit card is accepted for their goods/services.

All other invoices issued by the Company shall be paid by the Customer within thirty (30) days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgment at the rate of five (5) percent above the Base Rate of published Libor rate from the due date until the date of payment

If any amount of an invoice is disputed then the Customer shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

The Company reserves the right to increase a quoted fee in the event that the Customer requests a variation to the work agreed.

Medicare Access to Books and Records

In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this agreement, the Company agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this agreement, the Company shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this agreement, and books, documents and records of our Company that are necessary to certify the nature of the duties of this agreement; and (b) if our Company performs his/her services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

Cancellation

In view of the nature of the service, any order – once confirmed by the Company – is not cancellable. Cancellation of the Order by the Customer will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.

Delivery

The majorities of the products as supplied by the company are shipped via commercially available carriers and shall be deemed as having been delivered when the product has been accepted for delivery by the Customer.

The Company reserves the right to substitute conventional delivery methods without notice or penalty in which case delivery by the Company will be deemed to have taken place when the materials are handed to the custody of the Customer at his premises or to a deputed messenger or courier when posted. The Company will be entitled to charge the Customer for any expenses of delivery other than normal postage charges.

Notice

All written notices to be served on or given to the Customer shall be sent or delivered to the Customer's principal place of business and shall be treated as having been given upon receipt.

Loss or Damage

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Customer (or which may be received from the Customer).

Confidentiality

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

Employment of Personnel

Subject to the prior written consent of the Company, the Customer shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.

Warranty

- A One or Two year warranty is provided on our products. The warranty is valid only when goods are paid for in full, warrants the product to operate according to manufacturer's specifications for the period of 1 or 2 years after the dispatch depending on the product.
- All Instruments, as defined in Table 1 will be covered under a limited manufacturing warranty for a period of One Year which begins at the time of shipment by the Company.
- All accessories will be covered under a limited manufacturing warranty for a period of 90 days which begins at the time of shipment by the Company.

General exclusions (what's NOT covered):

- Wear and tear
- Damage caused by impact, fire, theft, attempted theft, accidental or malicious damage, vandalism, acts of war or terrorism, corrosion, water contamination or ingress, frost, flooding or other adverse weather conditions
- Improper usage, storage or handling of the product
- A breach of the terms and conditions of this warranty or the contract terms
- Failure to follow our written instructions for the product, or those of the manufacturer
- Damage or defect due to willful neglect or negligence by anyone other than us
- Loss of quality, degradation of performance or actual damage that results from the use of spare parts or other replaceable items (such as consumables) that are neither made nor recommended by the manufacturer
- Modification to the product and/or software, by someone other than our representatives
- Connection of other fittings, accessories, equipment or software to the product which were not approved by us
- External causes out of our control which may include accidents, fire disasters or burglaries
- Faults caused by shock or fall, sand, dust, dirt, dampness or corrosion, leaky batteries, repair or cleaning by unauthorized personnel
- Any malfunctions or specific requirements of any other item of hardware or software which you added to the product that was not included in the contract

Warranty General Terms

- The warranty is valid from the date of dispatch until the end of 1 or 2 years depending on the product.
- If the product comes with a warranty card, you must keep this warranty card in a safe place. The warranty card must be presented in order to make a claim.
- It is in your best interest to make a note of your product's item number and this should be quoted in any communication with us.
- You must obtain an authorization for repair from us first. The choice of repair is subject to our authorization, and we may choose to specify a particular service centre.
- Do not return your product to us without first obtaining a return authorization form. We will not accept any liability, nor pay any compensation for the loss of a particular item. You will also be responsible for the cost of return postage.
- We warrant this product (excluding accessories, software, consumables such as, but not limited to consumables as defined by us) to be in good working order during the period of warranty. The period of warranty is the period stated above and commences on the day of dispatch. The warranty is subject to proof of purchase; therefore you should retain your payment receipt
- You will be responsible for the cost of having the product checked / repaired if the fault of the product is not covered by this warranty.
- You should take all reasonable precautions to safeguard your assets and property and to minimize potential loss or disruption.
- The warranty is not transferable to a third party.

Limitation of Liability

The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods.

Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

The Customer shall fully indemnify the Company against any liability to third parties arising out of the Customer's use of the Goods.

Force Majeure

The Company will not be liable to the Customer for any loss or damage suffered by the Customer as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

Governing Law

These Terms of Trading shall be subject to and construed in accordance with the laws of the United States and of the state of Pennsylvania.

Table 1

Instruments shall be defined as:

- STAR Dry Hematology Analyzer
- Autoread Plus Dry Hematology Analyzer
- Paralens Advance
- Any Capillary, Fixed Angle or Horizontal rotor Centrifuge