



# QBC STAR™ Evaluation Agreement

\_\_\_\_\_ agrees to receive from Drucker Diagnostics, Inc. a refurbished QBC STAR evaluation unit for a full 30-day evaluation period, for the purpose of evaluating the unit for purchase, pursuant to the following terms and conditions:

### Evaluation Period

The 30-day evaluation period begins on the date of delivery of the evaluation unit. Under certain circumstances, Drucker Diagnostics may offer an extension to this period. Requests for extension must be submitted in writing (including email) before the expiration of the evaluation period, and approved by Drucker Diagnostics to be considered valid.

### Purchasing

At the end of the 30-day evaluation or at any time during the evaluation period, a new QBC STAR analyzer may be purchased from an authorized Drucker Diagnostics distributor. If a new analyzer will be purchased, the evaluation system must be returned to Drucker Diagnostics under the terms described in "Return of Evaluation System". The evaluation unit may also be purchased directly from Drucker Diagnostics for the retail value of the evaluation unit.

### Return of Evaluation Unit

As an alternative to purchasing the evaluation unit, the complete system may be returned to Drucker Diagnostics at (or before) the end of the evaluation period without cost or obligation. To return the evaluation system, please call 877-231-3115 (toll free) or 814-692-7661 prior to the end of the evaluation period to receive a Return Goods Authorization (RGA) number and Call Tag for shipment by the preferred carrier of Drucker Diagnostics. The RGA number must be displayed on the outside of the return box. Please allow 1-3 business days for pick-up of the system.

### Shipping Costs

Drucker Diagnostics agrees to pay all costs associated with shipping the evaluation unit to and from the evaluation site providing that all requirements of this agreement have been followed. If the requirements of this agreement have not been followed, Drucker Diagnostics relinquishes

their responsibility for payment of shipping costs and shipping costs will become the responsibility of the customer.

### Failure to Return Unit

If the evaluation unit (less consumables) is not returned to Drucker Diagnostics within one week of the end of the evaluation period, Drucker Diagnostics reserves the right to automatically convert this agreement into a binding purchase order. Drucker Diagnostics will invoice the company named below for the full retail value of the evaluation unit.

### Hematology Controls

Hematology controls are not required for the evaluation of the STAR analyzer. However, labs which are not considered "moderately complex" in Clinical Laboratory Improvement Amendments (CLIA) are prohibited from charging for hematology testing. Drucker Diagnostics assumes no responsibility for failure to adhere to CLIA requirements and regulations. Hematology controls are available for purchase from Drucker Diagnostics or from an authorized Drucker Diagnostics distributor.

### Damage to Unit

The customer assumes responsibility for any damage caused to the evaluation unit in any capacity other than normal use. This may include, but is not limited to: dropping the unit, getting the unit wet, operating the unit in a manner not specified by the operator's manual, or attempted repair not authorized by Drucker Diagnostics.

### Limitation of Liability

Drucker Diagnostics disavows all liability for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages arising out of any malfunction of the evaluation unit during the evaluation period.

### Geographic Limitation

This offer is only valid in the continental United States.

*Please fill out this portion for prompt shipment of evaluation unit, and fax to 814-692-7662 or email to [sales@druckerdiagnostics.com](mailto:sales@druckerdiagnostics.com).*

I understand the terms of this agreement, and agree to abide by them.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Distributor (if known): \_\_\_\_\_

Sales Representative (if known): \_\_\_\_\_ Phone No. \_\_\_\_\_