



QBC STAR™ Evaluation Agreement

_____ (Potential Customer) agrees to receive from QBC 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, QBC 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 QBC Diagnostics to be considered valid.

Purchasing

At the end of the 30-day evaluation, the potential customer may purchase a new QBC STAR unit from his/her distributor, with a full warranty, for the distributor price. If the potential customer elects to purchase a new system, he/she must return the evaluation unit to QBC Diagnostics under the terms of the following paragraph.

Return of Evaluation Unit

The potential customer may return the evaluation unit to QBC Diagnostics at (or before) the end of the evaluation period, without cost or obligation. To return the unit, the potential customer must 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 a Call Tag for shipment by the preferred carrier of QBC 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 evaluation at your site.

Shipping Costs

QBC Diagnostics agrees to pay all costs associated with shipping the evaluation unit to and from the customer site, provided that the potential customer adheres to all requirements of this agreement. If the potential

customer fails to adhere to the terms of this agreement, he or she assumes responsibility for shipment of the evaluation unit to QBC Diagnostics.

Failure to Return Unit

If the potential customer does not return the evaluation unit to QBC Diagnostics within one week of the end of the evaluation period, the potential customer agrees that this evaluation agreement will automatically convert to a purchase order and QBC Diagnostics will invoice the potential customer for the full \$7,500.00 value of the evaluation unit.

Hematology Controls

Hematology controls are not required for evaluation of the STAR analyzer. However, labs which are not considered "moderately complex" under the Clinical Laboratory Improvement Amendments (CLIA) are prohibited from charging for hematology testing. QBC Diagnostics assumes no responsibility if the potential customer fails to adhere to CLIA requirements and regulations.

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 QBC Diagnostics.

Limitation of Liability

QBC 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 qbcsales@qbcdiag.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. _____