

Extended Warranty

Before returning any Product, please consult the instructions below and contact BioFire Diagnostics, LLC (“BFDX”) Technical Support at either: (800) 735-6544, (801) 736-6354, or support@biofiredx.com. CUSTOMER AGREES TO ALL TERMS, CONDITIONS AND OBLIGATIONS CONTAINED IN THIS EXTENDED WARRANTY.

- 1. DEFINITIONS.** “Pouch” means the clinical diagnostic thermal cycling oligonucleotide assays or primers, probes or reagents manufactured by BFDX. “Instrument(s)” means FilmArray[®] 1.5, FilmArray[®] 2.0, and/or FilmArray[®] Torch devices which are manufactured and/or distributed by BFDX. “Third-party Products” mean any Pouch, Instrument or ancillary product used with the Instruments that is manufactured by a party other than BFDX. “Product” means a Pouch, Instrument or parts or components thereof, and/or Software manufactured by BFDX. “Specifications” means the criteria established by BFDX in a user manual to measure, evaluate, or assess the operation or performance of the applicable Product subject to any updates or modifications by BFDX after receipt of the Product by Customer.
- 2. EXTENDED WARRANTY PURCHASE.** This Extended Warranty can be purchased from BFDX or BFDX’s authorized distributor at the time of Customer’s original purchase or lease of the Instrument. Thereafter, Customer must apply for the Extended Warranty by contacting BFDX’s authorized distributor or the BFDX Technical Support Department. As a precondition to purchasing an Extended Warranty after the time of the original purchase or lease, BFDX may require, in its sole discretion, that Customer: (a) ship the Instrument to BFDX for repair and recalibration to original manufacturer specifications; (b) upgrade the Software to the most recent version or release that would have been provided to Customer if the Extended Warranty had been maintained in effect from and after the time of Customer’s original purchase or lease of the Instrument; and/or (c) the installation of any applicable bug fixes to the Software. If BFDX requires Customer to comply with any of these options, such requirement(s) will be at Customer’s sole cost and expense (at BFDX’s then current standard repair and replacement or Software upgrade/bug fix fees) and payable prior to purchasing this Extended Warranty.
- 3. WARRANTY TERM.** This Extended Warranty begins on the date of expiration of the Standard Limited Warranty, and continues in effect for one year, or the period of time provided in the Sales Quote. Coverage is only effective upon payment by Customer. If Customer purchases an Extended Warranty after expiration of the Standard Limited Warranty, then the Extended Warranty Coverage begins once the Instrument has been checked and recalibrated by BFDX and shipped back to Customer as per Paragraph 7. This Extended Warranty does not alter, modify or replace BFDX’s Standard Limited Warranty, but rather extends additional benefits for an additional period thereafter. The coverage period can be extended for additional one (1) year coverage periods by delivering written notice of renewal to BFDX’s Customer Support Department, together with the then-current renewal premium quoted by BFDX’s Customer Support Department, provided that the notice and renewal premium must be received by BFDX prior to the expiration of the then-current coverage period.
- 4. BENEFITS OF THIS EXTENDED WARRANTY.** This Extended Warranty provides the original end-user customer (“Customer” or “You”) with rights under this Extended Warranty. The Customer’s rights and obligations under this Extended Warranty will bind and inure to the benefit of Customer’s respective successors, heirs, executors and administrators and permitted assigns and provides the following benefits to Customer:

 - (i) **Standard Limited Warranty Extension:** BFDX’s Standard Limited Warranty applicable to the Instruments and Software will be extended for the Coverage Period of this Extended Warranty;
 - (ii) **Instrument Repairs:** BFDX will furnish labor, parts and/or replacement equipment necessary to repair operational or mechanical breakdowns of an Instrument;
 - (iii) **Software Upgrades:** BFDX will provide new versions, releases or upgrades of the Software, but only if and to the extent made generally available by BFDX to its customers using comparable BFDX-manufactured instruments during the Coverage Period of this Extended Warranty; provided, however, that BFDX may require that Customer install and use a Software upgrade as a condition precedent to its continued services under this Extended Warranty;
 - (iv) **Optional Instrument Recalibration and Quality Inspection:** No more than one (1) time during each yearly Coverage Period, Customer may return an Instrument for recalibration, maintenance and quality inspection;
 - (v) **Telephone Support:** BFDX currently offers twenty-four hour telephone support by calling BFDX’s Customer Support Department subject to the terms, conditions and limitation of this Extended Warranty.
- 5. WARRANTY EXCLUSIONS.** This Extended Warranty excludes: (i) repairs which are not necessitated by operational or mechanical breakdown during normal use; (ii) normal wear and tear not resulting in operational or mechanical breakdown; decontamination required as a result of use and operation; (iii) theft, loss, or misplacement; cosmetic damage or other damage that does not affect functionality; (iv) problems arising from or related to misuse, neglect, accident, viruses or reckless, abusive, willful or intentional conduct; (v) problems arising from or related to external electrical power sources; improper maintenance, repair, or disassembly (including partial disassembly) by anyone other than BFDX or its authorized representatives or using parts, accessories or supplies not provided by BFDX; (vi) problems arising from or related to usage which is not in accordance with instructions in the user manual published by BFDX for the Instrument or Software; (vii) problems arising from or related to failure to perform preventive maintenance as and when recommended by BFDX in the user manual published by BFDX for the Instrument; (viii) problems arising from or related to installation or execution of Software on any computer other than the computer sold by BFDX with the Instrument or on any computer which contains or runs operating system or applications software other than software loaded or installed at the time of delivery of such computer by BFDX; (ix) problems arising from any modification of the Instruments or Software without the prior written consent of BFDX; (x) the cost of new or additional equipment, devices, parts or accessories (other than the Instrument or its component parts, to the extent covered under this Extended Warranty) or third party software (other than the Software) required as a condition of implementing any Software upgrade, new version, workaround; (xi) Third Party Items, except to the extent

assignable or transferable, BFDX assigns all manufacturer warranties of Third Party Items to its customers.

6. INITIATING WARRANTY CLAIMS AND SERVICE. In order to obtain service, contact Customer Support to evaluate the claim as directed above. Customer Support may ask Customer to report the issue in writing. BFDX may attempt to resolve the problem over the telephone. If your problem cannot be resolved over the telephone, BFDX will determine (in its sole discretion) the most practicable resolution, which may include one or more of the following: (i) shipment of new or reconditioned replacement parts on an exchange basis together with instructions for Customer to perform installation, (ii) shipment of a new or reconditioned replacement Instrument that is at least functionally equivalent to the original Instrument on an exchange basis, (iii) shipment of a new, in-service or reconditioned Instrument that is at least functionally equivalent to the original Instrument on a temporary "loan" basis, (iv) assistance from BFDX's Field Support Specialists, or authorized distributors at Customer's location, or (v) issuance of a return material authorization (RMA) for Customer to return the Product for repair or replacement by BFDX. If BFDX elects to ship a replacement Product to Customer, the original Product becomes BFDX property upon Customer's receipt of the replacement. Customer must return the original Product to BFDX within twenty (20) days after Customer's receipt of the replacement Product, or pay BFDX the retail value of the replacement Product.

7. CUSTOMER REQUIREMENTS PRIOR TO RETURN FOR SERVICE. If BFDX elects to repair a defective Product in its facility, the defective Product must be received by BFDX no later than thirty (30) days after the date BFDX issued the RMA. Prior to shipping the defective Product to BFDX, Customer must follow the return instructions specified by BFDX including, without limitation, decontamination, data backup procedures, other procedures specified by BFDX, and all shipping instructions. Failure to follow all instructions may result in delay of return of the Product. Customer is solely responsible for shipment of the Product to BFDX free of any biological, chemical or organic materials, agents or toxins and otherwise in accordance with all applicable laws, rules and regulations, and BFDX reserves the right to refuse delivery or return the product without service if Customer does not strictly comply with this requirement. Further, Customer is solely responsible for backing up any data to enable Customer to reconstruct or recover lost or altered data and for removing any confidential, proprietary or personal information. BFDX disclaims responsibility for any lost, damaged or destroyed software program, data or other information stored on any data storage media or any part of any Product covered by this Limited Warranty, and BFDX disclaims responsibility for deletion or alteration of the contents of any hard drive or data storage media which may occur during service of a Product. BFDX is not responsible for the restoration or reinstallation of any programs or data other than software installed by BFDX when the Instrument was originally manufactured. When making repairs, BFDX reserves the right to use reconditioned or replacement items or parts that are at least functionally equivalent to original manufacturer specifications.

8. WARRANTY SERVICE RESPONSE TIMES. If a defective Product is sent to BFDX under an RMA, BFDX will repair or replace the Product and deliver it to a carrier for return shipment to Customer, as promptly as possible, and in most cases within ten (10) working days after BFDX's receipt of the defective Product and all required RMA documentation. Except for incremental shipping costs as provided below, BFDX will not be liable for any delay in providing services under this Extended Warranty.

9. DOMESTIC SHIPPING AND INSURANCE COSTS. BFDX is responsible for all domestic costs of shipping, insurance and related costs of delivery of the BFDX instrument (or defective component thereof).

10. INTERNATIONAL SHIPPING AND INSURANCE COSTS AND ADDITIONAL REQUIREMENTS. If an ITAR-controlled Instrument is to be returned to BFDX from outside the U.S., Customer must first contact BFDX's Customer Support Department for an RMA. Customer must follow all shipping instructions provided by BFDX's Customer Support Department, including using BFDX's designated shipper (if any). Failure to follow all instructions can result in a U.S. export violation, potentially necessitating acquiring a further export license. Further, shipping non-compliance may result in a several-week delay of the Instrument's return shipment to Customer. Customer will be charged a one-time flat handling fee of \$250.00 (Two Hundred Fifty United States Dollars) to offset shipment and return shipment costs, and BFDX will pay all other international (OCONUS) costs of shipping, in transit insurance, duty, taxes and related costs, except that Customer bears all risk of loss or damage during transit. BFDX will make all shipments in a commercially reasonable manner without obligation to incur any overnight, expedited or other special handling charges. However, when repair or replacement is covered under this Extended Warranty, if and to the extent BFDX is unable to repair or replace the BFDX instrument and deliver the BFDX instrument to a common carrier for return shipment to Customer within ten (10) business days after the later of (i) its receipt by BFDX or (ii) receipt by BFDX of all required RMA documents or information from Customer, BFDX will pay any incremental costs incurred for expedited delivery service to Customer. Except for such incremental shipping costs, BFDX will not be liable for any delay in providing services under this Extended Warranty.

11. ADDITIONAL CHARGES. If BFDX repairs or refurbishes an Instrument at Customer's request, in circumstances where such repair or refurbishment is not covered by this Extended Warranty, Customer will pay for such repair or refurbishment at BFDX's then current standard repair and replacement fees, plus applicable taxes, shipping and insurance costs. Payment will be due and payable within thirty (30) days following the date of BFDX's invoice. Payments are deemed made when received by BFDX. Interest will accrue on any unpaid balances at a rate of 1.5% per month (or the maximum legal interest rate allowed by applicable law, if less) from and after the due date.

12. LIMITATIONS. Except as expressly set forth above, BFDX warrants only that its services under the Extended Warranty will be performed in a professional and workmanlike manner, consistent with its standard of care in the state and county in which its principal place of business is located. **BFDX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Some state laws do not allow the exclusion of implied warranties. Any implied warranties that may be imposed by law are limited in duration to the term of this Extended Warranty. Notwithstanding anything to the contrary in this Extended Warranty, in no event will the liability of BFDX (whether arising from a claim based on contract, warranty, tort or otherwise), if any, to Customer under this Extended Warranty exceed the actual amount received by BFDX in connection with its sale or distribution of the applicable Product(s). This limitation will apply regardless of the form of legal action. In the event BFDX replaces an Instrument with a new or reconditioned Instrument that is at least functionally

equivalent to original Instrument or reimburses Customer for the original purchase price, minus the cost of prior repairs of the Instrument (calculated at BFDX's normal service labor and materials rates), BFDX will have satisfied all of its obligations under this Extended Warranty. Repair or replacement of the Instrument, cure of the Software or refund of the Extended Warranty price, minus the cost of prior repairs, are Customer's exclusive remedies for breach of this Extended Warranty. To the maximum extent permitted by law, BFDX will not be liable to Customer for indirect, special, incidental, or consequential damages arising from the services provided under this Extended Warranty, delay in furnishing services, or failure to furnish services, including without limitation, loss of data or software, loss of use or lost profits, whether based in contract, tort or otherwise, even if BFDX has been advised of the possibility of such damages. Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to a particular Customer.

13. MISCELLANEOUS.

- (i) The obligations of BFDX under this Extended Warranty are backed by the full faith and credit of BFDX. BFDX is the Extended Warranty seller and provider.
- (ii) Each of the provisions and agreements herein contained will be binding upon and ensure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. BFDX may assign its rights and delegate its duties under this Extended Warranty by written notice to Customer.
- (iii) This Extended Warranty and the Certificate of Coverage constitute the entire understanding of the parties with respect to the subject matter hereof. No amendment, modification, rescission or alteration of these terms will be binding unless made in writing, and signed by BFDX.
- (iv) Every provision of this Extended Warranty is intended to be severable. If any term or provision is found illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Extended Warranty.
- (v) BFDX and Customer agree that the validity, construction and performance of this Extended Warranty will be governed by the laws of the State of Utah, USA (excluding any of its conflict of laws principles). Venue for any dispute or proceeding arising from or related to this Extended Warranty will be exclusively vested in any state or federal court located in Salt Lake County, State of Utah, USA, and each party irrevocably and unconditionally consents to the jurisdiction of such courts and irrevocably and unconditionally waives (i) any right to trial by jury and (ii) any claims, defenses or objections, whether substantive or procedural, based upon lack of personal jurisdiction, inconvenient venue or the like.
- (vi) Except to the extent expressly prohibited by applicable law, BFDX and Customer will be prohibited, and hereby irrevocably and unconditionally waives any right to bring any claim, demand or cause of action arising from or related to this Extended Warranty more than one (1) year after the expiration of the Coverage Period of this Extended Warranty.

For more information regarding BFDX's Extended Warranty, or to receive a quote for coverage on your Instrument, please contact us at 1-800-735-6544. Be sure to have the serial number of your Instrument when requesting a quote.