

HELPING YOU HIT THE MARK IN FLU TESTING



## Acucy® System Influenza A&B Promo Order Form

- Fill out this form, attach a copy of the PO and submit to [USCS@sekisuidiagnostics.com](mailto:USCS@sekisuidiagnostics.com). Each ship to location requires a separate order form and a separate PO
- PO only needs to indicate ordering of item #1010
- For new Acucy customers only: Maximum of one 1039 Acucy System per location will ship at no charge, if requested

Sekisui Account Manager:

Distributor:

Distributor Sales Rep:

Distributor PO #:

Facility Name:

Facility Address:

New customer, purchased at least  
2 kits, and requesting Acucy System?

Yes

No

### Contact Information

Primary Contact Name:

Secondary Contact Name:

Primary Contact Title:

Secondary Contact Title:

Primary Contact Email:

Secondary Contact Email:

Primary Contact Phone #:

Secondary Contact Phone #:

Test Kit #:

Instrument #:

Approved

Yes

No

Signature:

Internal Notes:

**SEKISUI**  
DIAGNOSTICS

*Because every result matters™*

[sekisuidiagnostics.com](http://sekisuidiagnostics.com)

# Terms and Conditions

## SEKISUI SERVICE OF THE SYSTEM

Sekisui agrees to provide training on-line or via the telephone on System use and provide Customer with service to resolve any issues relating to the System(s). Sekisui will repair or replace any System(s) which fail to perform in accordance with the System Manual during the warranty period, unless the failure is due to abuse or damage by Customer, including use contrary to the System Manual.

## SHIPMENTS

All System(s) and Reagents will be drop shipped to the Customer. Delivery dates will be mutually agreed upon by Sekisui and Customer. All claims for damage or loss of shipments shall be immediately communicated by telephone to customer services at Sekisui's Distributor. Customer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Sekisui in the adjustment of all claims. Customer agrees to permit representative to inspect damaged goods. **Customer must notify Sekisui within 14 days from invoice date if Customer has not received ordered Systems and/or Reagents or has received Systems and/or Reagents that are not usable or damaged.**

## TAXES

Applicable federal, state or local excise, sales or use taxes may be invoiced by Sekisui and shall be paid by customer.

## REAGENT AND SYSTEM WARRANTY

Subject to the exceptions and upon the conditions state below, Sekisui warrants to the Customer that the System and Reagents sold under any sales order shall, as of the date of delivery to the original Customer, be free from defects in workmanship and materials, and shall conform to the specifications contained in the packet insert if stored and used in accordance with the instructions contained in the packet insert. Any claims for breach of the foregoing warranty must be submitted to Sekisui within one year after delivery of the System and Reagents to the original Customer (the "Warranty Period"). If Sekisui's investigation and factory inspection confirms that defect arose under normal use in accordance with Sekisui's operating instructions within such one-year period, Sekisui agrees to correct by replacing with an equivalent System or equivalent Reagent any such defective System or Reagent. Compliance by Sekisui with the foregoing remedy states the entire liability of Sekisui for any claim of breach of warranty.

Any System or Reagent claimed to be defective must, if required by Sekisui, be returned to Sekisui, transportation charges paid by Sekisui, and any replacement will be returned to Customer with transportation charges prepaid unless the System or Reagent is verified to be defective, in which case Sekisui will pay all transportation charges.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.

Representations and warranties made by any person including salesmen, distributors and representatives of Sekisui, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Sekisui unless reduced to writing and approved by an expressly authorized officer of Sekisui.

## LIMITATION OF LIABILITY

Sekisui shall not be liable for any special, direct, indirect, incidental or consequential damages, including for interruption of business or loss of profit. Sekisui's sole liability under this Agreement or arising from the manufacture, installation, maintenance, repair or use of the Systems or Reagents furnished under this Agreement, whether in tort, contract or otherwise, is limited to an amount equal to the average annual amount paid by Customer in the previous twelve (12) months under this Agreement.

## PATENTS

Sekisui shall defend any suit or proceeding brought against the Customer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Sekisui's expense) for the defense of same, and Sekisui shall pay all damages and costs awarded therein against Customer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined Sekisui shall, at its own option and at its own expense, either (1) procure for Customer the right to continue using said product, (2) replace the same with a non-infringing product, (3) modify it so it becomes non-infringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Sekisui shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Customer's design or any product having a design arising out of compliance with Customer's specifications. The foregoing states the entire liability of Sekisui or patent infringement by said product.