



**GUILFORD COUNTY CONTRACT NO. 90006151**  
**Parent Contract No.**

**THIS CONTRACT** is hereby made, entered into, and effective as of April 1, 2025 by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “**COUNTY**,” and **HOLOGIC SALES AND SERVICE, LLC**, hereinafter referred to as the “**CONTRACTOR**,” and also collectively referred to as the “**Parties**.”

**W I T N E S S E T H:**

**WHEREAS**, for the purpose and subject to the terms and conditions hereinafter set forth, the **COUNTY** hereby contracts for the items, goods, service or services of the **CONTRACTOR** and the **CONTRACTOR** agrees to provide the items, goods, service or services to the **COUNTY** in accordance with the terms of this Agreement,

**WHEREAS**, the **COUNTY** is in need of Nucleic Acid Amplification Testing for Chlamydia Trachomatis (CT), N. Gonorrhea (GC), Trichomonas (TV), and

**WHEREAS**, the **CONTRACTOR** has submitted a proposal to provide such goods and/or services.

**NOW, THEREFORE**, in consideration of promises mutually exchanged the Parties agree as follows:

**1. GOODS AND/OR SERVICES.** All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the **COUNTY** as outlined in Attachment A. Should there be any discrepancy between the **CONTRACTOR'S** Attachment A and/or the Contract first 5 pages, the Contract’s first 5 pages shall prevail and control.

**2. PAYMENT AND PRICING.** As full compensation for the **CONTRACTOR'S** delivery of the goods and/or services, the **COUNTY** agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the **COUNTY** to the **CONTRACTOR** within thirty (30) days of receipt of a correct invoice and proper documentation, if applicable, that the goods and/or services have been delivered or provided in accordance with this Contract.

***The products include:***

Product Number	Product Description	Price Per Kit	Price Per Test	No. of Samples	Total
PRD-05571	Aptima Combo 2, 100- Test Kit, Panther	\$725.00	\$7.25	40,000	\$290,000.00
303536	Aptima Trichomonas vaginitis Assay	\$600.00	\$6.00	15,000	\$90,000.00
301041*	Kit, APTIMA COMBO 2, Swab Spec Coll	\$62.50	\$1.25	20,000	\$25,000.00
301040*	Kit, APTIMA COMBO 2, Urine Spec Coll	\$62.50	\$1.25	20,000	\$25,000.00

Estimated Annual Cost      \$430,000.00

**3. NOT TO EXCEED CONTRACT.** The maximum financial exposure to the **COUNTY** under this contract will not exceed \$430,000.00, and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159. The **COUNTY** is not financially committed by this Contract to purchase any minimum amount of goods and/or services. Notwithstanding the foregoing, **COUNTY** shall pay **CONTRACTOR** for all products **COUNTY** orders, **CONTRACTOR** ships and **COUNTY** receives.

**4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

**5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for one (1) year, beginning April 1, 2025, and ending March 31, 2026, with the option to extend for four (4), one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

**6. AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

**7. TERMINATION.**

TERMINATION FOR CONVENIENCE. Intentionally Omitted.

TERMINATION FOR CAUSE.

If either party fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten business (10) days after notice has been provided to the other party of such breach, either party shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. COUNTY shall pay CONTRACTOR for all products ordered by COUNTY, shipped and received, up to the effective date of termination.

**8. BREACH.** If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten business (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law, subject to any limitations set forth in this Agreement. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted services or goods from other sources. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

**9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

**10. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**11. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street Greensboro, NC 27401

HOLOGIC Sales & Service, LLC.  
Contracts Department  
10210 Genetic Center Drive  
San Diego, CA 92121

**12. INDEPENDENT CONTRACTOR/INDEMNIFICATION** CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**13. ASSUMPTION.** If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must promptly notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR’S registered agent for service of process and/or all notices required under this Contract.

**14. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**15. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event promptly after the onset thereof. This clause shall control over any discrepancy with Attachment A.

**16. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, of certain words or phrases and/or bold face typestyle of certain words or convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**PRODUCTS LIABILITY AND PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS ("E&O")** insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

**BUSINESS AUTO LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

**COMMERCIAL GENERAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit. This shall include premises and/or operations, independent contractors, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:** All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be included as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

**MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:** Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY's offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford

County is included as an additional insured as evidenced by the endorsement attached to this Certificate.” CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90006151**

With CONTRACTOR'S NAME: HOLOGIC, INC.

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract with ten business (10) days’ notice.

**18. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**19. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY ON BEHALF OF  
THE GUILFORD COUNTY DEPARTMENT  
OF HEALTH AND HUMAN SERVICES -  
DIVISION OF PUBLIC HEALTH**

**HOLOGIC SALES AND SERVICE, LLC**

\_\_\_\_\_  
Victor Isler  
Assistant Guilford County Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robin B. Keller  
Guilford County Clerk to Board  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Anita Ramachandran  
Guilford County Interim Department Director / Designee  
Date: \_\_\_\_\_



## Attachment A – Contract No. 90006151

### Equipment Usage Attachment

Customer Name ("CUSTOMER")	Customer Number	Purchase Order Number
GUILFORD COUNTY HEALTH DEPARTMENT	168207	
Contact Name	Contact Phone Number	Contact Email
Angelina Meeks	336-641-3853	ameeks@guilfordcountync.gov
Bill To Address	Ship To Address	Hologic Representative
GUILFORD COUNTY HEALTH DEPARTMENT PO BOX 3427 GREENSBORO, NC US 27420	GUILFORD COUNTY HEALTH DEPARTMENT 1100 E WENDOVER RD GREENSBORO, NC US 27405	Ernesto Roman Cardona 919-857-7008 ernesto.roman@hologic.com

- General Terms: Equipment:** In consideration of the Purchase Commitment, Hologic will provide Customer with the use of the Equipment ("Equipment") specified below for the Term, which shall include on-site installation and training by Hologic authorized personnel. Hologic will retain title to the Equipment during the Term and may file a standard Uniform Commercial Code ("UCC") Form 1 to perfect its interest in the Equipment. Customer will notify Hologic immediately if any attachment, encumbrance, lien or security interest is filed or claimed and will indemnify Hologic for any loss or damage, including reasonable attorneys' fees. Customer shall remain responsible for the normal care and maintenance of the Equipment. Should Customer be in Material Breach, Hologic may immediately require Customer to arrange the return of any Hologic-owned Equipment to Hologic.
- Costs for Equipment Usage; Customer Reporting Obligations.** Payment for the Equipment usage and Product purchase pursuant to this Attachment is set on a per-Product (or per-kit) basis. The Product prices quoted include remuneration for the Equipment based upon Customer's anticipated Product usage during the Term, such that the aggregate amounts paid by Customer on a per-Product (or per-kit) basis will be an amount sufficient to pay Hologic for the usage value of the Equipment and the purchase price of the Product over the Term. Payment for the use of the Equipment through the purchase of Products is provided at Customer's request. Customer is responsible for appropriately allocating a portion of the amount spent on Products to account for the use of the Equipment for accounting and reporting (including Medicare cost reporting) purposes. More specifically, Customer shall (i) properly report and appropriately reflect and allocate amounts paid under this Attachment, net of all discounts, as may be required by law or contract, including in applicable Medicare and Medicaid cost reports, (ii) maintain sale invoices along with this Attachment and other documentation provided by Hologic concerning this Attachment and Product pricing, and (iii) allow agents of Medicare and Medicaid access to such documentation upon request.
- Order Management.** Customer shall place all orders concerning this Attachment directly with Hologic, at 250 Campus Drive, Marlborough, MA 01752. **Orders may be placed by: Phone at 800-442-9892, Fax at 800-409-7591 or at <mailto:CustomerSupport@hologic.com>.**
- Modifications.** The Sale Agreement shall continue in full force and effect in accordance with its terms as stated therein, but, to the extent expressly modified by this Attachment, the provisions of this Attachment shall supersede those of the Sale Agreement with respect to this Attachment only.
- Term Completion.** At the end of the Term, Customer agrees to arrange the return of any Hologic-owned Equipment promptly to Hologic.

## **Panther Program Terms:**

### **1. Panther Service.**

1. **SERVICES INCLUDED.** During the Term, the following service will be provided:
  1. Labor, necessary replacement parts (excluding disposables which include, but are not limited to, tips, MTU's, TTU's, waste bags, and bench covers), and Hologic travel expenses.
  2. Preventative maintenance by Hologic service technician according to operator's or user's manual, (Monday through Friday only).
  3. Equipment repair for reasons other than those listed below under Services Excluded.
  4. Access to Hologic Technical Support telephone support, Monday through Friday, 5:00 AM to 5:00 PM Pacific Standard Time (excluding Hologic holidays).
  5. Telephone Number for all Technical Support: 888-484-4747
  6. Factory authorized updates or modifications, including parts.
2. **Service Representative Dispatch and REMOTE DIAGNOSTICS**
  1. Representative on site within 24 hours (Monday – Friday) if Remote Diagnostics Management is installed.
  2. Representative on site within 48 hours (Monday – Friday) if Remote Diagnostics is not installed. Service response times are predicated upon the Equipment operator being willing and able to transfer Equipment log files to Hologic when instructed by Hologic Technical Support using the protocol described in the Equipment Operator's Manual.
3. **SERVICES EXCLUDED.** The services excluded under the Standard Service option are the following:
  1. Any repair required because of causes other than use of the Equipment pursuant to the operator's or user's manual. Such causes include, but are not limited to: misuse, abuse, improper use, casualty loss, neglect, reprogramming error by other than Hologic authorized personnel, malfunction or failure of environmental control Equipment, electrical Equipment malfunction or failure, repair maintenance, modification, relocation, or reinstallation by other than Hologic authorized personnel, installation of commercial or non-Equipment software, use of any other tips on the Equipment other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes.
  2. Routine tasks, other than those performed by Hologic during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and maintenance.
  3. Supply items (including, but not limited to, those items listed in the package insert or manual as "materials required but not provided," TECAN Tips, bleach, squirt bottles, paper towels, and other such items that are needed for general use but not specifically by the Equipment) and consumable items.
  4. Relocation of Equipment.
  5. Note: Labor and materials charges for all of the excluded services will be billed at rates prevailing at the time of service.
4. **CUSTOMER OBLIGATIONS.** Prior to any shipment of repair parts or visit by Hologic service representative, Customer must perform all pertinent diagnostic programs, tests, simple/ basic troubleshooting and provide an accurate description of the failure/error.
5. **REPLACED OR REMOVED PARTS.** All parts replaced or removed under this Agreement become the property of Hologic.

2. **Training:** Hologic will provide training for two (2) operators, at Hologic's training facility to include roundtrip airfare, ground transportation, hotel accommodations and meals.
3. Specific TECAN and BioRear tips are the preferred tips that Hologic has validated for use on the Panther system. Hologic does not support the use of non-TECAN or non-BioRear tips on the Panther pursuant to the terms of the warranty for the equipment. Please contact your local Hologic Account Executive for more details on BioRear tips. TECAN tips (Catalog #30180117) can be ordered directly from TECAN U.S. at 800-352-5128.

**Purchase Commitment.** The Customer agrees to pay to Hologic the total price per kit as indicated during the Term. Customer intends to purchase the quantity of kits or boxes as per Product as indicated below, however, due to unexpected situations may not be able to purchase such as loss of funding. for each Product (the "Purchase Commitment"), each year during the Term. The Parties agree that the Purchase Commitment represents the minimum quantity to be purchased by Customer on an annual basis. All purchases made in a given annual period shall apply to the purchase commitment for that annual period only and shall not be applied to any future Contract Year. Each twelve (12) month period beginning on the

Quote #: Q-367634



Effective Date is a "Contract Year."

Hologic's use of the remedies in this section does not preclude it from pursuing remedies stated elsewhere in the Agreement.

Hologic's use of the remedies in this section does not preclude it from pursuing remedies stated elsewhere in the Agreement.

## CT/NG

- Commitment Period: Annually
- Number of Committed Tests: 20,000
- Price Per Test: \$7.25

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-05571	APTIMA COMBO 2, 250-TEST, PANTHER - UPDATED	250	\$1,812.50	Yes
PRD-05576	APTIMA COMBO 2, 100-TEST, PANTHER - UPDATED	100	\$725.00	Yes

## Trich

- Commitment Period: Annually
- Number of Committed Tests: 10,000
- Price Per Test: \$6.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
303536	KIT, ATV-V2, 100T	100	\$600.00	Yes
303537	KIT, ATV-V2, 250T	250	\$1,500.00	Yes

## Collection Devices

- Commitment Period: Annually
- Number of Committed Tests: 20,000
- Price Per Test: \$1.25/\$1.20 (see below)

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
301040	KIT, APTIMA CMB2URINE SPEC COLL	50	\$62.50	Yes
301041	KIT, UNISEX SPEC COLL, APTIMA	50	\$62.50	Yes
PRD-03546	BOX OF SPECIMEN COLLECTION KITS, MULTITEST SWAB (IVD)(50 PK)	50	\$62.50	Yes
301154C	KIT, APTIMA LPT-IVD SALES BOM	100	\$120.00	Yes
105575	APTIMA URINE COLLECTION TUBES	100	\$120.00	Yes

## Aptima SARS-CoV-2

Product Number	Description	Price per Kit/Box
PRD-06419	SARS-COV-2 ASSAY, APTIMA, 250-TEST, EUA, CE IVD	\$7,000.00

## Non-Committed

Product Number	Description	Price per Kit/Box
301110	APTIMA CNTRLS KIT (1 TRAY) IVD	\$0.00
302807	KIT, CONTROLS, ATV, 250	\$0.00

PRD-06420	SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD	\$230.00
PRD-04339	SPECIMEN LYSIS, FUSION, CE IVD	\$125.00
PRD-04423	SPECIMEN TRANSPORT MEDIUM	\$100.00
PRD-06850	CAP, HOLOGIC FLANGE CAP (1000 CAPS PER BAG)	\$75.00
MTL-02093	500/PK , PIPETTE, TRANS, DISPO, 5ML	\$40.00
303096	RUN KIT, PANTHER	\$0.00
303085	ADVANCED CLEANING SOLUTION	\$0.00
CL0041	SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS	\$0.00
CL0040	SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS	\$0.00
501604	SPARE CAPS, PP, 60ML, TCR APTIMA 2X50	\$0.00
501616	SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS	\$0.00
105668	APTIMA PENETRABLE CAPS	\$100.00
104772-02	MULTI-TUBE UNIT (MTU) KIT ASSY	\$0.00
902731	WASTE BAG, KIT, PANTHER	\$0.00
504405	PANTHER WASTE BIN COVER Part	\$0.00
303013	AUTO DETECT KIT, APTIMA, AS	\$0.00
303014	ASSAY FLUIDS KIT, APTIMA, AS	\$0.00
PRD-06232	EXTRACTION REAGENTS - B, FUSION, IVD	\$0.00
PRD-06234	INTERNAL CONTROL -B, FUSION, IVD	\$0.00
PRD-04430	PANTHER FUSION UNIVERSAL FLUIDS KIT	\$0.00
PRD-04000	PANTHER FUSION TUBE TRAYS	Included
PRD-04335	OIL PACK, FUSION, CE-IVD	\$0.00
PRD-04333	RECON BUFFER I, FUSION, CE IVD	\$0.00
PRD-04332	INTERNAL CONTROL -S, FUSION, CE IVD	\$0.00
PRD-04331	EXTRACTION REAGENTS - S, FUSION, CE IVD	\$0.00
PRD-04431	PANTHER FUSION ASSAY FLUIDS KIT I-S	\$0.00
PRD-04334	ELUTION BUFFER, FUSION, CE IVD	\$0.00

## Equipment

Product #	Description	Unit Value	Unit Price	Serial Number	Quantity to Ship
303095	PANTHER INSTRUMENT SYSTEM, DX	\$175,000.00	Included	2090001106	0
PRD-06067	PANTHER INSTRUMENT SYSTEM, DX CONTINUOUS FLUID AND WASTE	\$205,000.00	Included		1
PRD-04173	PANTHER FUSION MODULE UPGRADE	\$125,000.00	Included		1

### **Additional Terms:**

- The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2 assay on the Panther System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Aptima SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Aptima SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Aptima SARS CoV-2 assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima SARS CoV-2 assay product at any time.

## Hologic Sales Terms and Conditions

These Hologic Sales Terms and Conditions ("Sale Agreement") apply to the sale or use of Hologic equipment ("Equipment") and Hologic supplies ("Supplies") (Equipment, Supplies, and any included Software, as defined in Section 14, collectively referred to as "Product" or "Products") between Hologic Sales and Service, LLC ("Hologic"), and GUILFORD COUNTY HEALTH DEPARTMENT ("Customer"). Hologic and Customer may hereinafter be referred to individually as a "Party" and collectively as the "Parties." The Parties, intending to be legally bound, agree as follows:

**1. Prices.** Prices, fees and charges for Products and services (including maintenance during the Warranty Period, installation, and applications training, as applicable, "Service(s)") are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If Customer claims any tax exemption, it must furnish a valid tax exemption certificate to Hologic before shipment of Products.

**2. Payment.** Customer shall pay invoices net thirty (30) days from the invoice date. Hologic may charge monthly interest at the maximum rate permitted by law on all amounts not paid by the invoice due date until all such amounts are paid in full. Hologic retains a purchase money security interest in all Equipment sold to Customer to secure payment of the total purchase price thereof; Customer hereby grants Hologic the right to file a copy of this Agreement, with any appropriate authorities, to evidence its security interest; and upon Hologic's reasonable request Customer shall execute and deliver documents in support of Hologic's efforts to perfect such security interest. Hologic is not obligated to deliver any Product or perform any Service when Customer's payment is past due.

**3. Product Shipment and Risk of Loss.** All Products shall be shipped F.O.B. Origin, regardless of any provisions for payment of freight, insurance, the form of shipping documents, or selection of carrier by Hologic. F.O.B. Origin means title and risk of loss to the Products passes to the Customer at the shipping dock of Hologic or Hologic's supplier or authorized agent. Customer is responsible for shipping charges. Hologic is responsible for the cost of insurance paid to cover any losses from Hologic's shipment point to Customer's receipt. Hologic shall assist Customer in processing any loss claims and Customer shall be paid directly by Hologic's insurer.

**4. Delivery.** Hologic shall use good faith efforts to ship Products on the dates and in the quantities listed in Customer's purchase orders but all delivery dates are estimates and not binding on Hologic. Hologic may make shipments of Product(s) as available and each shipment shall be separately invoiced. All Products shall be adequately packed for shipment in Hologic-standard containers, marked for shipment to the address listed in this Agreement. Orders received from Customer are not binding on Hologic until accepted by Hologic.

**5. Installation and Acceptance.** Product orders are subject to written acceptance by Hologic, receipt of specified deposits, as applicable, and continuing credit approval. Orders may be canceled by written notice to Hologic prior to shipment. If applicable, Hologic shall install all Equipment that requires installation at the agreed upon location. Installation of Medical Equipment is complete, and acceptance occurs upon Hologic's demonstration that the Medical Equipment meets Hologic's then-current specifications ("Installation"). Installation is subject to Customer cooperating in preparing and maintaining the site in compliance with Hologic specifications, including, but not limited to, applicable regulations including all electrical and other connections and all environmental conditions. If Customer fails to accept shipment of Products ordered by Customer Customer shall be responsible for Hologic's reasonable insurance, handling and storage charges.

**6. Delay of Performance.** The Parties' obligations herein are subject to force majeure, including, but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of Hologic. Hologic reserves the right during any shortage period to (a) make Products available to Customer with mutual agreement ; and (b) make substitutions and modifications in the specification of any Products, provided such substitutions or modifications do not materially affect the performance of Products and Hologic notifies Customer of such substitutions or modifications in writing prior to Customer ordering such Products.

**7. Warranties.** Except as otherwise expressly stated in this Agreement: (i) Equipment manufactured by Hologic is warranted to the original Customer to perform substantially in accordance with published product specifications for one (1) year starting from the date of shipment, or if Installation is required, from the date of Installation ("Warranty Period"); (ii) replacement parts and remanufactured items are warranted for the remainder of the Warranty Period or ninety (90) days from shipment, whichever is longer; (iii) consumable Supplies are warranted to conform to published specifications for a period ending on the expiration date shown on their respective packages; (iv) licensed Software is warranted to operate in accordance with published specifications; (v) Services are warranted to be supplied in a workman-like manner; (vi) non-Hologic manufactured Equipment is warranted through its manufacturer and such manufacturer's warranties shall extend to Hologic's customers, to the extent permitted by the manufacturer of such non-Hologic manufactured Equipment. Hologic does not warrant that use of Products shall be uninterrupted or error-free, or that Products shall operate with third-party products not authorized or validated by Hologic. For Hologic's cart-based ultrasound medical imaging Products, Customer shall provide Hologic with full and free access to the Products, including but not limited to establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Hologic, network cabling, and communication equipment as is

reasonably necessary for Hologic to provide warranty service, including remote diagnostics, monitoring and repair services.

**8. Warranty Claims and Remedies.** In the event of any warranty claim, Hologic shall replace with new or remanufactured items any Medical Equipment, part, component, or consumable supply that is in breach of warranty, and shall use reasonable efforts to promptly fix or provide a workaround for any Software defect or bug which prevents operation in substantial conformity with functional specifications. Alternatively, Hologic may elect to repay or credit to Customer an amount equal to the purchase price of the defective Medical Equipment, component, Software, consumable supply, or Service. Items replaced shall become Hologic property. All claims shall be initiated by contacting Hologic within the applicable Warranty Period and thirty (30) days after discovery of the breach or non-conformity. Hologic must be given reasonable access and an opportunity to inspect all associated materials. If Customer has not notified Hologic within one (1) year after the claim arises, Customer shall be barred from instituting any legal action against Hologic thereafter. These remedies shall comprise Hologic's entire liability and Customer's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity. HOLOGIC'S ENTIRE WARRANTY RESPONSIBILITY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT (AT HOLOGIC'S OPTION AND IN THE FORM ORIGINALLY SHIPPED) OF PRODUCT OR CORRECTION OF SERVICE SUBJECT TO ANY CLAIM, OR, AT HOLOGIC'S ELECTION, REPAYMENT OF, OR CREDITING CUSTOMER WITH, AN AMOUNT EQUAL TO THE HOLOGIC PRICE, FEE OR CHARGE THEREFOR. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER. THIS WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY ENTITY WHO IS NOT AN AFFILIATE OF CUSTOMER. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. These warranties do not apply to any item that is: (a) repaired, moved, or altered other than by Hologic authorized service personnel; (b) subjected to physical (including thermal or electrical) abuse, stress, or misuse; (c) stored, maintained, or operated in any manner inconsistent with applicable Hologic specifications or instructions, including Customer's refusal to allow Hologic recommended Software upgrades; or (d) designated as supplied subject to a non-Hologic warranty or on a pre-release or "as-is" basis.

**9. LIMIT OF LIABILITY.** EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM HOLOGIC'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, HOLOGIC OR CUSTOMER IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE), DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE OR USE OF PRODUCT ORDERED OR FURNISHED PURSUANT TO THIS AGREEMENT, OR FROM ANY CAUSE RELATING THERETO UNLESS EXPRESSLY AGREED TO BY THE PARTIES IN WRITING. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM HOLOGIC'S OR CUSTOMER'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, HOLOGIC OR CUSTOMER IS NOT LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE OR CHARGE THEREFOR RECEIVED BY HOLOGIC.

**10. Intellectual Property Indemnity.** Hologic shall defend, indemnify, and hold harmless Customer against any third-party claim that Customer's use of Products infringes a valid U.S. patent, copyright, or trademark, provided that: (a) Products are used as approved by Hologic and have not been altered other than by Hologic or its authorized service personnel; (b) Customer promptly notifies Hologic of such claim; (c) Hologic has sole control of the defense, settlement, or compromise thereof as long as Customer is not responsible for the costs incurred infor such defense, settlement or compromise, provided, however, that Customer is solely responsible for its own attorneys' fees and costs it incurs independently of Hologic's representation for any counsel retained by customer and (d) Customer cooperates with Hologic and furnishes all aid, information, and assistance necessary or useful to defend such claim. If a final injunction is obtained against the Customer's use of any Product, or if in the opinion of Hologic the Product is likely to become the subject of a successful claim, Hologic may, at its option and in its sole discretion: (i) obtain for Customer the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing; or (iii) if neither (i) or (ii) are reasonably available, accept return of such Products held by Customer, grant a credit therefor as depreciated on a five (5) year straight line basis, and terminate this Agreement without any further obligation or liability.

**11. Confidential Information.** Both Parties agree to hold in strict confidence the terms of this Agreement and all information provided to the other in connection with the performance of their respective obligations under this Agreement, including without limitation, financial and pricing information, except to the extent that disclosure is required by applicable law. Notwithstanding the above, the terms and conditions of this Agreement must not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of this Agreement to its employees, professional advisors, agents, as required under Public Records law or independent contractors who require

knowledge of the terms and conditions of this Agreement, so long as such individuals are subject to applicable non-disclosure agreements.

**12. Use Restrictions.** Products are only intended for the uses listed in the applicable operator's manual or instructions for use and are subject to the specifications and requirements set forth therein. Customer assumes all risks associated with non-listed uses of Products and/or use of Products which is inconsistent with the specifications and requirements applicable to such Products. Customer is not licensed to, and agrees not to: (a) resell any Product, unless otherwise authorized by Hologic in writing; (b) transfer, or distribute any Product, directly or indirectly, to any third party for any purpose or use, except as otherwise approved by Hologic in writing; (c) use or allow anyone to dilute any Product; or (d) reverse engineer, disassemble, or conduct unauthorized analysis of any Product and/or its method of use.