



## **Certificate of Analysis**

### **Prepared Media, Test Kits, and Reagents**

Product Name	Tryptic Soy Agar
Container Size	15X100mm monoplate
Catalog #	TSA100, BNPTSA100
Lot #	1074969
Certificate Date	06/05/2012

This product has been manufactured and packaged in accordance with Current Good Manufacturing Practices (cGMP) as specified in Title 21, Code of Federal Regulations (CFR), Part 820 "Quality System Regulation".

NanoLogix is registered with the US FDA as a medical device manufacturer.

Representative samples of this lot were tested and found to meet or exceed the performance criteria in the NanoLogix Quality Control Manual (NQCM) and the Clinical Laboratory Standards Institute (CLSI) performance standards in document M-22, "Quality Control for Commercially Prepared Microbiological Culture Media" when applicable.

### **Performance Testing**

<b>Test Organism</b>	<b>Strain Number</b>	<b>Results</b>
<i>Escherichia coli</i>	ATCC®35150	Growth
<i>Salmonella bongori</i>	ATCC®43975	Growth
<i>Staphylococcus aureus</i>	ATCC®29213	Growth

ATCC® is a registered trademark of the America Type Culture Collection, Manassas, VA 20108, USA

Dilutions of the above challenge organisms were prepared according to guidelines described in the NQCM technical information sheet. Incubation temperature, atmosphere, and duration are appropriate to the individual test organism and are also described in NQCM.

### **Physical Characteristics**

Appearance: Clear, slightly opalescent, light amber; with no precipitate, chips, or debris.

Consistency: Firm, not soft.

### **Product Expiration Date**

NanoLogix utilizes an innovative vacuum sealed packaging system that has proven to increase the shelf life and quality of our media based products. Initial 3<sup>rd</sup> party testing has demonstrated proper product performance after growing *Bacillus anthracis* on media that was previously stored in a cold storage environment for 12 months. Further testing with other organisms is in progress and results will be documented as they are available. Industry standard (90 day) expiration dates will be noted until further testing results are available.

### **Limited Warranty**

The quality and performance of this product is warranted to meet the stated specifications and uses set forth in the labeling and product information sheets if used as intended, stored as directed, and used before the expiration date. NanoLogix's sole obligation under this limited warranty is for refund of the purchase price or replacement of any defective product, as determined by NanoLogix in its sole discretion.

The forgoing warranty shall commence on the date of delivery of each product to the initial purchaser from NanoLogix and expire six (6) months thereafter, except for products that are subject to an expiration date, in which case the period shall expire on the expiration warranty date of the product.

The foregoing warranty does not apply to any product which has been modified in any way by any purchaser or 3rd party and does not cover any defect, malfunction, or damage resulting from: 1) accident, neglect, or willful mistreatment of any product; 2) failure to properly store or handle any product; 3) failure to use, operate, service, or maintain any product in accordance with NanoLogix's applicable guidelines; and 4) failure to use or apply proper reagents or chemicals in or to any product. NanoLogix shall pay the costs of return shipment of defective product to NanoLogix that are actually and reasonably incurred by a purchaser with respect to any products replaced under this warranty.

Customers should inspect all incoming products carefully upon receipt and before use. If the product has been exposed to extreme temperatures or if the outer bag or container has been damaged in any way, product integrity and performance may be adversely affected and NanoLogix should be notified immediately.

**DISCLAIMERS: THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.**

**LIMITATION OF REMEDIES: THE FOREGOING LIMITED WARRANTY CONTAINS THE SOLE REMEDY FOR ANY DEFECT IN THE PRODUCTS. FURTHERMORE, IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL NANOLOGIX BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY LIABILITY OF NANOLOGIX UNDER THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED TO THE TOTAL PRICE PAID FOR THE PRODUCTS WHICH ARE THE SUBJECT OF SUCH LIABILITY PLUS ALL COSTS OF RETURN SHIPMENT OF DEFECTIVE PRODUCT TO NANOLOGIX THAT ARE ACTUALLY AND REASONABLY INCURRED BY A PURCHASER WITH RESPECT TO ANY PRODUCTS REPLACED UNDER THIS WARRANTY. THIS LIMITATION OF REMEDIES IS SEVERABLE FROM THE FOREGOING LIMITED WARRANTY AND SHALL REMAIN IN FULL FORCE AND EFFECT IN THE EVENT THE FOREGOING LIMITED WARRANTY IS HELD TO BE INVALID, UNENFORCEABLE, OR TO FAIL OF ITS ESSENTIAL PURPOSE.**



John W. Tracy, Jr.  
General Operations Manager  
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