Compact Centrifuge Warranty

Thermo Scientific™ Megafuge™ 8 Series

Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for two (2) years for the centrifuge unit from the date of shipment to Buyer (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third-party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third-party supplier to the extent such assignment is allowed by such original manufacturer or third-party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, SLMAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

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Compact Centrifuge Rotor Warranty

Aluminum Rotors

Thermo Fisher Scientific Products makes no warranty of any kind, expressed or implied, except as stated in this warranty policy. Each Thermo Scientific™ Aluminum Rotor is warranted against defects in material and workmanship, subject to the conditions stated below and in the Thermo Fisher Scientific terms and conditions of sale in effect at the time of sale, for five (5) years or the indicated cycle limits (see individual rotor manual information), whichever comes first.

CONDITIONS

a. This warranty is valid for five (5) years from the date of shipment to the original buyer by Thermo Fisher Scientific or an authorized Thermo Fisher Scientific Representative.

b. This warranty extends only to the original Buyer and may not be assigned or extended to a third person without the written consent of Thermo Fisher Scientific.

c. This warranty covers the rotor and its buckets only and Thermo Fisher Scientific shall not be liable for damage to accessories or ancillary supplies including but not limited to (i) blood bags, (ii) tubing/filters, (iii) bottles, (iv) caps/covers, (v) bucket liners/adapters, or (vi) blood bag/ bottle contents.

d. This warranty is void if the rotor is (i) operated or maintained in a manner contrary to the instructions in the manual for the rotor or centrifuge in use, or (ii) used in a Thermo Scientific Centrifuge that has been modified without the written permission of Thermo Fisher Scientific.

e. Should a Thermo Scientific Centrifuge be damaged due to the failure of a rotor covered by this warranty, Thermo Fisher Scientific will supply, free of charge (i) all centrifuge parts required for repair and (ii) if the centrifuge is currently covered by a Thermo Fisher Scientific warranty or service agreement, all labor necessary for repair of the centrifuge.

The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, of merchantability or otherwise, expressed or implied in fact or by law, and state our entire and exclusive liability and buyer's exclusive remedy for any claim or damages in connection with the sale or furnishing of goods or parts, their design, suitability for use, installation or operation. Thermo Fisher Scientific will in no event be liable for any special or consequential damages whatsoever, and our liability under no circumstances will exceed the contract price for the goods for which liability is claimed. Terms may vary by country. Please contact your local sales office for further information.

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