Ultraspeed Centrifuge Warranty

Thermo Scientific™ Sorvall™ MTX and MX Plus 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 one (1) year for the centrifuge unit and five (5) years for the drive 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, MAINTENANCE, 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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Ultraspeed Centrifuge Rotor Warranty

Micro-ultracentrifuge Titanium and 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 and Titanium 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, prorated, or the indicated cycle limits (see individual rotor manual information), whichever comes first.

CONDITIONS

a. This warranty is valid for five (5) years, prorated, 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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Centrifuge Rotor Warranty

Fiberlite™ Carbon Fiber Rotors

Thermo Scientific™ Fiberlite Rotors (Products) are manufactured to be direct replacements of conventional rotors and to run in certain existing models of Thermo Scientific™ Centrifuges. Composite rotors are designed and tested to specifications exceeding those published by most of the manufacturers of these centrifuges. Rotors manufactured of advanced composite materials have performance characteristics and maintenance requirements that are different from rotors of metallic construction. The owners are strongly urged to read the instruction manual to familiarize themselves with these requirements. Failure to follow the instructions may void the limited warranty provided below.

LIMITED WARRANTY

Subject to the conditions specified below, all Fiberlite centrifuge rotors are warranted against defects of material and workmanship which develop for fifteen (15) years ("Warranty Period") after delivery by us or by an authorized distributor provided that investigation and factory inspection by Thermo Fisher Scientific discloses that such defect developed under normal and proper use, such use including, but not limited to, speeds not in excess of the maximum speed of the rotor (properly reduced for certain fluid densities, fluid gradients, tube assemblies, and adapters) as specified in the instruction manual. Thermo Fisher Scientific will correct either by repair or, at its discretion, by replacement any defects of material or workmanship which develop within the Warranty Period. Furthermore, should a centrifuge be damaged due to the failure of a Fiberlite rotor covered by this limited warranty, Thermo Fisher Scientific will, at its discretion, repair or replace the rotor and will assume the cost paid for repairing the damaged centrifuge.

CONDITIONS

This warranty may not be assigned, extended or otherwise transferred to a third party without the prior written consent of Thermo Fisher Scientific

This warranty covers rotor only and Thermo Fisher Scientific shall not be liable for damage to metal component parts, accessories, or ancillary supplies including but not limited to knobs, hubs, buckets, seals, o-rings, bottles and tubes, bottle and tube caps, bottle and tube adapters, or bottle and tube contents.

This warranty is void if the rotor is operated or maintained in a manner contrary to the instructions in the User's manual for either the rotor or the centrifuge, or if the rotor is modified without the written permission of Thermo Fisher Scientific.

ROTOR REPLACEMENT

Any rotor claimed to be defective must, if requested by Thermo Fisher Scientific, be returned to the factory, transportation charges prepaid, and will be returned to the owner transportation charges collect unless the product is found to be defective, in which case Thermo Fisher Scientific will pay all transportation charges.

DISCLAIMER

IT IS EXPRESSLY AGREED THAT THE ABOVE LIMITED WARRANTY STATES THERMO FISHER SCIENTIFIC'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR DAMAGES OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. THIS LIMITED WARRANTY SHALL BE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS AND THE WARRANTY OF MERCHANTABILITY, WHICH ARE HEREIN EXPRESSLY DISCLAIMED. FURTHERMORE, THERMO FISHER SCIENTIFIC SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE, OR REPLACEMENT OF THE PRODUCT; AND, EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, THERMO FISHER SCIENTIFIC'S LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE CONTRACT PRICE FOR THE PRODUCTS FOR WHICH LIABILITY IS CLAIMED.

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