

MICRO-ULTRACENTRIFUGE Rotor Warranty

SORVALL® MICRO-ULTRACENTRIFUGE Rotors are warranted, subject to the conditions specified below and in the warranty clause of the SORVALL® terms and conditions of sale in effect at the time of sale, against defects in materials or workmanship for five (5) years at any speed up to the maximum speed of the rotor (properly reduced for certain fluid densities, fluid gradients, tube assemblies, and adapters as described in these operating instructions).

Conditions

- a. This warranty is valid for five (5) years from the date of shipment to the original buyer by SORVALL® or by any authorized SORVALL® representative.
- b. This warranty extends only to the original buyer and may not be assigned or extended to a third person without written consent of SORVALL®.
- c. This warranty covers the rotor only and SORVALL® shall not be liable for damage to accessories or ancillary supplies including but not limited to (i) tubes, (ii) tube caps, (iii) tube adapters, or (iv) tube 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 SORVALL® MICRO-ULTRACENTRIFUGE that has been modified without the written permission of SORVALL®.
- e. Should a SORVALL® MICRO-ULTRACENTRIFUGE be damaged due to the failure of a rotor covered by this warranty, SORVALL® will supply free of charge, (i) all centrifuge parts required for repair and (ii) if the centrifuge is currently covered by a SORVALL® warranty or service agreement, all labor necessary for the repair of the centrifuge.

Replacement Cost

- a. A defective rotor less than one (1) year old will be replaced free of charge.
- b. A defective rotor over one (1) year old will be replaced by SORVALL® at its then current list price less a credit based on the age of the rotor.

The replacement price for the rotor shall be calculated as follows:

$$\text{Replacement Cost} = \text{Current List Price} \times \frac{\text{Age of Rotor (Years)}}{5 \text{ Years}}$$

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. SORVALL® 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.

A-2