

SORVALL® SUPRASPEED® Rotor Warranty

SORVALL® SUPRASPEED Rotors are warranted to substantially conform with the published specifications for the Product on the date of order, against defects in 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).

Conditions

- a. This warranty is valid for five (5) years from the date of shipment to the original buyer by SORVALL® or an authorized SORVALL® representative.
- b. This warranty extends only to the original buyer from SORVALL® or the original buyer from an authorized SORVALL® representative and this warranty may not be assigned or extended to a third person without the 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, (ii) used in a SORVALL® Centrifuge that has been modified without the written permission of SORVALL®, or (iii) not maintained in accordance with any handling or operating instructions supplied by SORVALL®, or which has been subjected to unusual physical or electrical stress, misuse, abuse, negligence or accidents.

- e. Should a SORVALL® Centrifuge 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 repair of the centrifuge.

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY SORVALL® IN CONNECTION WITH THE SORVALL® SUPRASPEED ROTOR AND SORVALL® DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SORVALL® SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SORVALL® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE OBLIGATIONS OF SORVALL® SET FORTH HEREIN ARE THE SOLE OBLIGATIONS AND LIABILITIES OF SORVALL® WITH RESPECT TO THE PRODUCT SUBJECT TO THIS WARRANTY. THE LIABILITY OF SORVALL® HEREUNDER FOR ALL CLAIMS SHALL NOT EXCEED THE AMOUNT PAID BY BUYER TO SORVALL® OR SORVALL®'S AUTHORIZED REPRESENTATIVE FOR THE GOODS FOR WHICH THE LIABILITY IS CLAIMED. REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON, INCLUDING SORVALL®'S DEALERS AND REPRESENTATIVES, WHICH ARE INCONSISTENT OR IN CONFLICT WITH THE WARRANTIES SET FORTH HEREIN SHALL NOT BE BINDING ON SORVALL® UNLESS REDUCED TO A WRITING APPROVED BY AN EXPRESSLY AUTHORIZED OFFICER OF SORVALL®.

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References for Section B, Part 1.

1. Harper G. J. (1984), Evaluation of sealed containers for use in centrifuges by a dynamic microbiological method. *J of Clinical Pathology*, 37, 1134–1139.
2. Advisory Committee on Dangerous Pathogens (1984), Categorization of pathogens according to hazard and categories of containment, HMSO, ISBN 0 11 883761 3.