

# 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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