

Cryo-Biological Tanks - Warranties

Cryo-biological Tanks - The Company warrants that its cryo-biological tanks as newly manufactured are free from defects in material and workmanship when shipped from its Indianapolis facility, and with accepted normal use, will remain free from such defects for ninety (90) days following the date of shipment to the original purchaser from the Company ("Purchaser"). The Company further warrants to the original Purchaser only, that if the cryo-biological tanks receive only normal use and maintenance as set forth in the Company's Operating Instructions, the evaporation rate of the cryo-biological tanks shall remain within 20% of the specifications published at the time of original shipment: (i) with respect to cryo-biological tanks other than shippers, for a period of five (5) years from the shipment date to the Purchaser; and (ii) with respect to shippers, for a period of two (2) years from the shipment date to the Purchaser, subject to the further condition that such warranty for the shipper is valid only so long as Purchaser has used exclusively the Company's packaging for the shipper or other packaging approved by the Company in writing, and except for any failure of any tank after 90 days caused by any defect in material and workmanship. These warranties are not assignable, and do not extend to: (i) defects arising from any use of the cryo-biological tanks other than use as set forth in the Company's Operating Instructions, (ii) any defects or damage caused by shipment, or (iii) defective replaceable components of its cryo-biological tanks that are manufactured by other companies (except defective components shipped prepaid to Company in Indianapolis within thirty (30) days from date of delivery). Any unauthorized alteration or repair or any misuse, abuse or exposure to adverse environment (such as fire, corrosion or explosion) of the cryo-biological tank by the Purchaser or any third party will void all warranties. If the Company is promptly notified of a cryo-biological tank failure to comply with the above warranties by a fully paid Purchaser who pre-pays all shipping charges of its cryo-biological tank to and from Indianapolis and ships the tank within fifteen (15) days of the notice, the Company, at its option, without charge, will repair or replace any defective cryo-biological tank that is returned to its Indianapolis facility for possible warranty repair. This shall be the Purchaser's sole remedy.

THE EXPRESS WARRANTIES ABOVE ARE THE COMPANY'S SOLE WARRANTIES OF ITS CRYO-BIOLOGICAL TANKS. THE COMPANY MAKES NO FURTHER OR ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND PURCHASER'S REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY.

LIMITATION OF LIABILITY: *The Company shall not under any circumstances be liable to Purchaser or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss or damage to other property or equipment (including loss of any material stored or shipped in the product), cost of capital, or of purchased or replacement goods, or expense, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use Company products. The Company's sole liability for any defective product shall be its repair or its replacement pursuant to the express warranties set forth above, or, if amended, as applicable at the time of manufacture or repair of product.*

DISPUTE RESOLUTION: Any dispute between the Purchaser and Company regarding the application or interpretation of any warranty for, or with respect to, a cryo-biological tank ("Dispute") will be governed by the laws of the State of Indiana. The Indiana state and federal courts will have personal jurisdiction of both Purchaser and the Company. All lawsuits relating to any Dispute will be brought only in a state or federal court located in Marion County, Indiana. Purchaser hereby waives its right to a trial by jury in any action, proceeding, claim or counterclaim whether in contract or tort, at law or in equity, arising out of or relating in any way to any Dispute.

Liquid Level Calibration Chart

<u>INCHES</u>	<u>CM</u>	<u>3Liter</u>	<u>5Liter</u>	<u>6Liter</u>	<u>10Liter</u>	<u>20Liter</u>	<u>22Liter</u>	<u>35Liter</u>	<u>38Liter</u>	<u>50Liter</u>
20	50.8									FULL
18	45.7									47.3
16	40.6									41.9
15	38.1						FULL		FULL	39.2
14	35.5					FULL	20.0	FULL	26.5	36.5
12	30.5				FULL	18.3	18.3	31.2	31.2	31.2
10	25.4			FULL	8.6	15.2	15.2	25.7	25.7	25.7
8	20.5		FULL	4.8	6.8	12.0	12.0	20.2	20.2	20.2
6	15.2	FULL	3.6	3.6	5.0	8.8	8.8	14.8	14.8	14.8
4	10.2	2.4	2.4	2.4	3.2	5.6	5.6	9.3	9.3	9.3
2	5.1	1.0	1.0	1.0	1.4	2.4	2.4	3.9	3.9	3.9
0	0.0	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY	EMPTY

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Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.