



USED INVENTORY WARRANTY

CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS BEING SOLD VIA THIS PURCHASE ORDER ARE USED PRODUCTS AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY AGREEMENT OR CONTRACT BETWEEN FISHER SCIENTIFIC AND CUSTOMER OR IN ANY MANUFACTURER SPECIFICATION OR WARRANTY, THE PRODUCTS ARE SUBJECT TO THE FOLLOWING LIMITED WARRANTY. Fisher Scientific warrants that the Products will be free from defects in material and workmanship when subjected to normal, proper and intended usage by properly trained personnel for the Warranty Period. The “Warranty Period” is 90 days from the date of shipment to Customer. Fisher Scientific agrees, at Fisher Scientific’s sole option, to repair any defective Product or refund the price paid by Customer; provided, Customer has notified Fisher Scientific prior to the end of the Warranty Period. In no event shall Fisher Scientific 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) misuse, fault or negligence of or by Customer, (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 Fisher Scientific. THE OBLIGATIONS CREATED BY THIS LIMITED WARRANTY TO REPAIR OR REFUND IN THE EVENT OF A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF CUSTOMER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, FISHER SCIENTIFIC 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. FISHER SCIENTIFIC DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.