

WARRANTY

Glas-Col warrants products of its manufacture to be free from defects in material and workmanship for one year from the date shipped to purchaser, unless a longer warranty period is otherwise provided in writing by Glas-Col, and agrees to repair or replace without charge at its sole option and discretion any products found to be defective by Glas-Col upon examination at the factory. This Warranty is null and void if a Warranty card has not been returned, the online Warranty registration has not been completed or there is no proof of purchase for your product. Lack of Glas-Col's receipt of notification of any such defect within this period shall constitute a waiver of all claims with regard to such product. With proper care and operation, Glas-Col products will give long and efficient service. Chemical spillage, overheating, overloading, and any misuse will greatly reduce the service life of the product and voids the warranty. Glas-Col is not responsible for damage to products due to improper installation or through attempts to operate any product beyond its rated capacity, intentional or otherwise. Normally expendable parts and consumables are not covered by this warranty.

DISCLAIMER: APART FROM SUCH WRITTEN STATEMENT OF WARRANTY, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WHICH EXTEND BEYOND THE WARRANTY DESCRIPTION ABOVE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Glas-Col products are intended for legal and legitimate purposes in commercial laboratory and industrial settings only. Glas-Col shall in no event be liable for, and purchaser agrees to indemnify Glas-Col against, all claims related to special, direct, indirect, incidental, consequential, and any other damages arising out of or related to the sale, use, misuse or inability to use the products, including costs and reasonable attorney's fees. Nothing in purchaser's business forms or documents, whether a purchase order or confirmation or any other document, shall add to, remove or otherwise change in any way the scope of Glas-Col's warranty, damages and indemnification terms above.

Consent to Jurisdiction

All transactions shall be deemed to have been made and entered into in Terre Haute, Vigo County, Indiana. Any and all disputes arising directly or indirectly from such transactions shall be resolved in the courts of Vigo County, State of Indiana, to the exclusion of any other court, and any resulting judgment may be enforced by any court having jurisdiction of such action. All transactions shall be governed by and construed in accordance with the laws of the State of Indiana, excluding any choice of law provisions which may result in application of the law of another jurisdiction. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs.