



YOUR CLEAR CHOICE FOR PREMIUM PACKAGING SOLUTIONS

CALL: 844-766-7819 EMAIL: INFO@SAXCO.COM VISIT: WWW.SAXCO.COM

Terms and Conditions:

Before placing this order, I understand that there may be important limitations to my ability to return containers purchased on this website. I also understand that I have made selections of products intended for specific purposes and that I understand the uses that my purchases are intended to satisfy and accept all responsibility for those selections when ordering with the assistance of a SAXCO sales associate. As part of placing this order, I agree to the full terms and conditions as set forth elsewhere on this website and if I have any questions concerning my ability to return goods I will inquire prior to placing my order.

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Products and Use:

A key decision point for a Saxco customer is selecting the appropriate container for the intended use. Products have different burst points, sterility requirements and may tolerate different amounts of pressure. Failing to select the appropriate container for the intended use may result in an explosion, explosive shattering or similar event which may send dangerous fragments out into the space occupied by people, animals or property, causing serious injury or property damage.

Likewise, glassware may chip or crack, causing injury to the exterior or interior of people depending on whether it is ingested or lacerates an area of the body.

Similarly, a bottle or container used to contain products that are corrosive or hazardous may not be sufficient to contain that product unless an appropriate container is purchased. Containers intended for medical use may need to be sterile or otherwise protected from dirt and foreign matter. Care must be taken to ensure that requirements storage and use limits are satisfied by the Customer.

As part of the completion of the transaction by SAXCO, Buyer assumes the risks associated with his purchase, understand the limitations and intended use of the particular container being purchased, and SAXCO relies upon that knowledge of Buyer in the completion, shipping and delivery of the product or container ordered.

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The validity, construction and interpretation of these Terms & Conditions, and the rights and duties of the parties hereto, shall be governed by and construed in accordance with the laws of Pennsylvania, excluding its conflicts of laws principles. All disputes arising from or in any way related to these Terms and Conditions, except for the limitation of liability and the indemnification, shall be submitted to and finally resolved by arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and shall be conducted by the AAA in Oakland, California. Such arbitration shall be the exclusive forum and venue for the resolution of all such disputes. The arbitration award resulting therefrom shall be final and binding, and a judgment reflecting such award may be entered by any court of competent jurisdiction, and shall be fully enforceable by any court of competent jurisdiction, including by injunctive relief if otherwise appropriate. The arbitrator or arbitration panel shall have authority to issue injunctions where injunctive relief is shown to be appropriate.

The waiver by SAXCO of any breach or default of any provision of these Terms and conditions will not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor will any delay or omission on the part of SAXCO to exercise or avail itself of any right, power or privileged that it has, or may have hereunder, operate as a waiver of any right, power or privileged by it. If any provision of these Terms and Conditions is held to be invalid, such invalidity shall not affect the remaining provisions.

You acknowledge, accept and agree that any breach these Terms and Conditions is likely to irreparably harm SAXCO and may not be susceptible of cure by monetary damages. Consequently, if you breach any provision SAXCO will be entitled to obtain injunctive or other equitable relief, through arbitration or in a court of law, in addition to any other remedies it may have at law.