

Cross-Reference Tool Terms

These terms create a contract between you and Hydranautics (the “Agreement”). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click “Agree and Continue”.

a. **Using our Tool.** The Hydranautics Cross-Reference Tool (the “Tool”) is used to select another manufacturer’s membrane model or Hydranautics Vintage models – and discover which current Hydranautics model closely matches flow and rejection. While Hydranautics has undertaken commercially reasonable efforts to identify what would be considered functionally equivalent products, these may not necessarily be equivalent or fit your requirements. The information available in the Tool is an estimate based on the manufacturers’ published information at the time the information was collected. The membrane model(s) suggested in this Tool present the closest Hydranautics equivalent products based upon the entered competitor model number. You shall independently review our specification sheets to confirm the product functionality for your application and to verify that any Hydranautics product is an appropriate replacement for any product in a particular application and suitable for your intended use.

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e. **Indemnification.** To the full extent permitted under applicable law, you agree to indemnify, defend and hold harmless Hydranautics and its affiliates and their officers, directors, employees, contractors, and agents, and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the website and any violation of this Agreement.

f. **Governing Law.** This Agreement is governed by the laws of the State of California, excluding its conflicts of law provisions. You and Hydranautics agree to submit to the personal and exclusive jurisdiction of the courts located in San Diego, California, to resolve any dispute or claim arising from this Agreement.

g. **Entire Agreement.** This Agreement and the Terms of Use of www.membranes.com constitute our entire agreement regarding the use of our website and the Tool, and supersede all verbal or written communications between the parties.