NitroCube ™ Warranty Conditions

Your NitroCube™ system has been supplied with a <u>12-month parts and labor warranty</u> commencing from the delivery date. The warranty period begins upon such delivery..

Should the system be defective as to materials or workmanship, MSS Nitrogen Inc. warrants that it will remedy such defect. Should any defect occur during the warranty period, You shall notify MSS Nitrogen within the said period, whereupon MSS Nitrogen will remedy such defect by repair or provision of a replacement part, provided that the machine has been used strictly in accordance with the instructions provided and has been operated and maintained in accordance with such instruction and in a workmanlike manner. This warranty covers labor, together with travelling costs incurred by MSS Nitrogen in carrying out repair or replacement of parts. MSS Nitrogen shall not be under any liability whatsoever under the warranty, if, before giving notification to MSS Nitrogen as aforesaid, the Customer or any non-approved third party interferes, tampers with, or carries out work whatsoever (apart from basic maintenance procedures) in relation to the machine or any part thereof.

During the warranty period, the system must be serviced at the specified intervals by MSS Nitrogen or a MSS Nitrogen approved third party engineer. The dates of the service visits are to be by mutual agreement, between the customer and MSS Nitrogen. The machine is to be made available in a clean and tidy condition during normal working hours, generally 8am to 5pm Mondays to Fridays only. The warranty will be forfeited if such service intervals are not adhered too.

The existence of the warranty and routine servicing by MSS Nitrogen, does not in any way relieve the customer from its duties and responsibilities in carrying out the basic maintenance routine procedures instructed by MSS Nitrogen. Failure of parts due to this maintenance not being carried out, or consumable parts deemed to be subject of normal wear and tear, such as, but not limited to oil, filters, etc., will not be covered under this warranty.

Parts deemed to be damaged by misuse, operator's negligence, or changes in parameters by customers, employees or agents will not be covered by this warranty.

Any substitution of parts not manufactured or approved by MSS Nitrogen will expressly invalidate the warranty.

MSS Nitrogen is not responsible for any direct, indirect, or consequential loss or damages, suffered by the customer, should the system fail under warranty. Please refer to general Terms and Conditions for additional details.