



LIMITED WARRANTY

EFFECTIVE DATE: FEB 10, 2021

CRYO XC™ Plus

CRYO XC™

CRYO LC

CRYONIQ Group
www.cryoniq.com



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General Warranty Conditions

CRYONiQ and the representing entity within a given territory will guarantee to provide service on products during the warranty period in accordance with terms as set forth in the Limited Warranty, exceptions may apply in certain territories. The owner's rights will exclusively apply within the territory in which the product was purchased. The terms of this warranty shall not be transferrable to another territory.

Who is the Warrantor?

Country or Territory	Contact
Worldwide	Cryoniq s.r.o. Nitrianska cesta 119 Nove Zamky, 94002 Slovakia support@cryoniq.com

How do I get service for my CRYONiQ Product?

In order to request service on your CRYONiQ device, please reach out to the CRYONiQ team via support@cryoniq or send us a message through www.cryoniq.com

All authorized distributors and partners listed within this Warranty sheet are independent entities that are organized under different laws and different jurisdictions.

The liabilities of partners or distributors do not carry over to the Manufacturer under any circumstances and vice versa.

Cryoniq s.r.o. does not have any subsidiaries.

Warranty Definitions

The purpose of this Limited Warranty is to establish the rights, obligations, and limitations for remedy of malfunctions and to define the CRYONiQ Warranty.

Under the terms of this Limited Warranty, terms & conditions of service may vary for given products, parts, and systems. This Limited Warranty guarantees general service and repair conditions for CRYONiQ products and equipment, that can be extended by the offers and conditions listed in the client's purchase agreement.

The Product Operation Guidelines that are included with each purchased product, specify the standards on how to setup facilities, the use of accessories and equipment, install and assembly, and provide guidelines on day-to-day maintenance. These guidelines also act as an extension to the limitations and exclusions listed within this Limited Warranty.

CRYONiQ does not authorize any person or entity to establish any obligations or liabilities for CRYONiQ in connection with the Limited Warranty of a particular product. In the case that a local representative, that is not part of the CRYONiQ Group has established Warranty conditions exceeding the extent and limitations of this Limited Warranty in a specific territory, these conditions shall not be a liability performed by CRYONiQ.

The decision of whether the parts delivered for repair will be new, reconditioned, or used is made at the sole discretion of CRYONiQ.

Consumer Rights

This Limited Warranty acts alongside and as an extension to the consumer's warranty rights guaranteed within the territory where the product was purchased. Consumer's Warranty Conditions are a statutory requirement and cannot be modified, infringed, or substituted.

Transfer of Ownership

The Limited Warranty of a product can be transferred onto a new owner. The full rights and limitations of the Limited Warranty remain for all subsequent purchasers within the Warranty period in the given territory. Limitations may include the requirement to assess the suitability of facilities in which CRYONiQ products shall be used, to ensure safe and efficient operation. These may require the new owner to disclose details about the location and type of facilities the equipment will be used in or provide an independent risk assessment. This provision may ultimately affect the extent and limitations of the service warranty as conditions in some facilities may not be compliant with the safety and performance requirements of some CRYONiQ products. (e.g. pool areas, humid areas, basements, non-compliant rooms, increased risk factors)

When does the Warranty Period Begin and End?

The Limited Warranty for a product begins on the first day a new product is delivered by CRYONiQ. These conditions apply to the territories of the United States, United Kingdom, Slovakia, Hungary, Czech Republic. Territories with distribution partnerships are governed by individual agreements, however, these terms are generally applicable to all territories. Some territories may carry individual Warranty conditions. Check with your vendor or [Contact Us](#) to learn about the Warranty Conditions for CRYONiQ products in Other territories.

Ownership of Replaced Parts

All replaced parts and components are the exclusive property of CRYONiQ unless otherwise noted under applicable laws.

Obtaining Warranty Service

To obtain warranty service, you must notify CRYONiQ within the applicable warranty period.

When contacting CRYONiQ, please be prepared to provide the serial number of the product (SN), the current state of operation and a detailed description of the defect.

In the event of a change of address or if you are moving your equipment, please contact CRYONiQ.

Limited Warranty on Parts & Limited Warranty on Service

The main difference between the product warranties is found in the extent of service.

Warranty on Parts	Warranty on Service
Replacement of parts by Delivery/Mail/Post	On-site Service by a CRYONiQ technician
Troubleshooting requires operator participation	Troubleshooting requires operator participation
Cost of Shipping Parts Included (With some Exceptions)	Cost of Shipping Parts Included (Without Exception)
Can be extended for a fee	Can be extended for a fee
Included with every product purchase (24 months)	Included for select products in select territories*
Can be upgraded to Warranty on Service	-

Limited Warranty on Parts

The Limited Parts Warranty guarantees replacement of all defective parts in CRYONiQ products by mail/post/delivery service, throughout the duration of the product Warranty Period, when caused by a proven product deficiency. In the case that a technical issue has occurred, the operator/user is first advised to check the Troubleshooting Guide for solutions. In case the Troubleshooting Guide does not help to solve the issue, the operator/user must provide evidence of the issue to the manufacturer or a local representative in the form of images, videos, and a detailed description. The technical team will open a ticket and begin troubleshooting the cause of the malfunction and conclude with a solution. The Operator must actively participate in Troubleshooting and provide details on the daily operation of the product and any prior indication of defects. Once the user has provided sufficient evidence of the issue and Troubleshooting has discovered the background of the technical issue was due to a product deficiency which rules out external causes, the local representative has the obligation to send out a replacement for the malfunctioning parts.

Overview of Warranty on Parts

- The CRYO XC™ Warranty on Parts guarantees the replacement of parts in case of defects in material and workmanship under normal use for a period of 2 Years from the date of delivery, or up to 7,000 sessions, whichever comes first.
- The CRYO XC™ Plus Warranty on Parts guarantees the replacement of parts in case of defects in material and workmanship under normal use for a period of 2 Years from the date of delivery, or up to 7,000 sessions, whichever comes first.
- The CRYO LC Limited Warranty on Parts includes a 2 Year Warranty on replacement of parts.

Details of the Warranty on Parts

- Does not apply to parts damaged by external causes (more details in **Warranty Limitations**).
- Under the Warranty on Parts, the owner of the product will need to hire a technician that will replace the defective parts under instruction from a CRYONiQ technician.
- Expenses for Shipping are paid by CRYONiQ or the local representative. Does not apply to Exceptions as per the Warranty Limitations.
- Extended Terms & Conditions and additional limitations and exceptions for replacement of parts and service are included with each product purchase in the Product Operation Guidelines.

CRYONiQ or the local representative in the territory may run promotional offers and conditions that offer an extended Limited Warranty on Parts. Please speak to a CRYONiQ representative for more information about your purchase and Warranty conditions.

Limited Warranty on Service

The Limited Warranty on Service guarantees replacement of all defective parts of CRYONiQ products on-site, throughout the duration of the product Warranty Period, when caused by a proven product deficiency. In the case that a technical issue has occurred, the operator/user is first advised to check the Troubleshooting Guide for solutions. In case the Troubleshooting Guide does not help to solve the issue, the operator/user must provide evidence of the issue to the manufacturer or a local representative in the form of images, videos, and a detailed description. The technical team will open a ticket and begin troubleshooting the cause of the malfunction and conclude with a solution. The Operator must actively participate in Troubleshooting and provide details on the daily operation of the product and any prior indication of defects. Once the user has provided sufficient evidence of the issue and Troubleshooting has discovered the background of the technical issue was due to a product deficiency which rules out external causes, the local representative has the obligation to provide service on-site to replace the malfunctioning parts (exceptions may apply).

Overview of Warranty on Service

- The CRYO XC™ Limited Warranty on Service includes a 2 Year Warranty with on-site service and covers up to 7,000 sessions, whichever comes first.
- The CRYO XC™ Plus Limited Warranty on Service includes a 2 Year Warranty with on-site service and covers up to 7,000 sessions, whichever comes first.

Details of the Warranty on Service

- Does not apply to parts damaged by external causes (more details in **Warranty Limitations & Exclusions**).
- Under the Warranty on Service, a CRYONiQ technician or a representative within the territory will come out for a service visit to replace the defective parts on-site for no additional cost.
- Expenses for Shipping are paid by CRYONiQ or the local representative. Does not apply to Exceptions as per the **Warranty Limitations & Exclusions**.
- Extended Terms & Conditions and additional limitations and exceptions for replacement of parts and service are included with each product purchase in the Product Operation Guidelines.

CRYONiQ or the local representative in the territory may run promotional offers and conditions that may extend the Limited Warranty on Service.

The Warranty on Service is not included with all product purchases. Reach out to a CRYONiQ representative for more information about your purchase and Warranty conditions.

Warranty Limitations & Exclusions

The Warranty Limitations & Exclusions define the obligations and limitations that the equipment owner holds when requesting service. Some of the conditions may render the technical issue unserviceable under the given circumstances.

Service & Troubleshooting

Troubleshooting and service work on CRYONiQ products may require active participation and input from the operator of the equipment. In some instances, participation in Troubleshooting and the operator's input are insufficient and a conclusion cannot be made. This can lead to unsatisfactory service work for which CRYONiQ or the acting technicians are not liable. The Limitations and Exclusions for Service & Troubleshooting include:

- a) Failure to provide evidence of the service issue including images, videos, and a full description with any available reference to past and current performance. Should the equipment owner/operator fail to provide sufficient evidence or follow instructions during Service, the Limited Warranty cannot be fulfilled to its full extent and therefore will be limited to the available options, despite this potentially being unsatisfactory remedy to the service issue.
 - b) Failure to follow instructions and recommendations throughout Troubleshooting with a Technician. Troubleshooting generally follows guidelines that eliminate all options until the correct solution is found. Not following these guidelines may result in the issue not being diagnosed correctly, which may result in a delay in service.
 - c) Failure to follow instructions and recommendations on maintenance and service. These instructions include the day-to-day steps for the prevention of technical issues from taking place or re-occurring.
 - d) Should a CRYONiQ technician or representative provide a conclusive solution to the issue in timely manner, and the operator/owner chooses not to act, or delays communication or response and this decision leads to further deterioration of the technical issue, CRYONiQ shall not be held liable for additional costs incurred under any circumstances.
 - e) Improper maintenance or repair by a technician other than a CRYONiQ assigned representative or authorized technician. This includes, but is not limited to, damage to the hardware and software resulting from unauthorized service by any person other than a CRYONiQ assigned representative or a temporarily authorized person.
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- g) Damage caused by incorrect specifications of the electrical outlet used to power the product.
- h) Product failure resulting from incorrect or incomplete installation or use not complying with current applicable technical or safety standards, or failure to follow the instructions in the product manual. Warranty enforceable only if the installation was performed by CRYONiQ authorized technicians,
- i) Cases in which the operator requests service but refuses to provide CRYONiQ access to the system log which obstructs Troubleshooting.

Wear & Tear / Cosmetic

Every day use and operation of equipment may result in defects and deficiencies which the Limited Warranty does not apply to. These Limitations and Exclusions include:

- j) Normal wear and deterioration resulting from daily use, including discoloration, tears, dents and punctures on the upholstery and the outer shell of the product as well as any mechanical damage to plastic parts, trims, glass, and adaptable electronic components. Any other cosmetic damage.
- k) Mechanical issues arising from the lack of maintenance including regular maintenance such as the application of grease on moving parts and the regular change of consumables.
- l) The development of mold inside/on the product arising from the lack of maintenance – drying.

Other Exclusions

- n) Malfunction or damage not attributable to the manufacturing process and design of the product (including but not limited to fire, water, negligence, viruses, misuse, etc.),
- o) Any unforeseen acts of nature &/or God.

Warranty Limitations and Exclusions may in rare cases lead to Warranty Voidance.

Warranty Voidance

The operator is responsible for the proper operation of their product. The Limited Warranty may be voided if the instructions and recommendations in the Product Operation Guidelines are not followed.

The Limited Warranty may ultimately be voided under the following conditions:

- Alteration or modification of the product and of the accessories that are essential to the operation of the product.
- Misuse of the product, including, but not limited to, failure to use the product for its normal purpose in accordance with CRYONiQ's instructions for use and maintenance.
- Product used in breach of the Product Operation Guidelines or if clients are exposed to a non-conforming environment. Actions are monitored by the System Log.
- Non-compliance to service and repair instructions.

Service Waivers

CRYONiQ may occasionally offer to pay a portion or the full cost of certain repairs that are no longer covered by the Limited Warranty. CRYONiQ reserves the right to waive fees as well as to make changes and offer upgrades on products and equipment at the sole discretion of CRYONiQ, without the obligation to do the same for other products and equipment manufactured or sold under any listed Warranty.

Limitation of Liability

In no event shall CRYONiQ be held liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, loss of product value, loss of time, loss of income, loss of use, inconvenience, emotional distress, commercial loss (lost profits or earnings) or damages arising out of or connected with the use or misuse of its products. To the fullest extent permitted by applicable national law, this warranty will be the equipment owner's sole and exclusive remedy against CRYONiQ. CRYONiQ will not be liable for any direct damages exceeding the market value of the product. Nothing in this Warranty implies CRYONiQ's liability (if any) to the Consumer for personal injury or death, fraud, willful misconduct or gross negligence, or any matter for which CRYONiQ's exclusion of liability would be unlawful under applicable national or United States and European consumer laws. This exclusion or limitation also applies to CRYONiQ's employees, personnel, representatives, and agents where CRYONiQ's liability is excluded or limited. Under this Warranty, CRYONiQ will not be liable for any error of performance caused by its agents, employees, or contractors, through delays, obstructions, or restrictions resulting from any exceptional unforeseeable circumstances and an insurmountable obstacle created at their will, to the maximum extent permitted by applicable national law. The statutory rights of the consumer are not affected by this Warranty under any applicable national law related to the purchase contract.

Dispute Settlement

As part of best practice, dispute settlement is most productive and least taxing when a written detailed notification of the defects of the product or service is provided by the consumer, be it from an individual/business or association. This allows both CRYONiQ and the consumer the opportunity to provide an orderly and coherent position on the case which clarifies respective viewpoints and helps to reach agreement or settlement before seeking remedy through litigation.

In cases where an agreement cannot be not reached, arbitration can be achieved through the National Center for Dispute Settlement (NCDS) in the United States, or respective arbitration authorities within other territories.

