

## XR Cryotherapy Chamber Limited Warranty

- 1. **Warranty Period:** Cryo Innovations LLC ("Cryo") warrants your XR Cryotherapy Chamber ("product") to be free from defects in material and workmanship under normal use and service for three (3) years from the date of delivery by the original Purchaser, provided it is still owned and operated by the original Purchaser.
- 2. **What is covered:** During the warranty period as specified above, Cryo will repair or replace, at its discretion, any defective system or component.
- 3. What is not covered:
  - Abuse or misuse of product;
  - Unauthorized repairs or modifications to the product; and
  - Damage or defects caused by modification of the product from its original design.
- 4. **Disclaimer: Cryo disclaims any implied warranty of merchantability or fitness for a particular purpose for any period beyond the express warranty.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.
- Limitation of Liability: CRYO SHALL NOT BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, RENTAL OF SUBSTITUTE PRODUCTS, LOSS OF BUSINESS, LOSS OF INCOME, ANY ECONOMIC DAMAGES, OR ANY OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 2. Exclusivity of Warranty: This warranty is the only warranty made by Cryo and may only be modified or amended by a written instrument signed by a duly authorized officer of Cryo. Cryo's sole and exclusive liability and Purchaser's sole and exclusive remedy under this warranty shall be, at Cryo's option, to repair or replace any such defective product. These remedies are available only if Cryo's examination of such product discloses to Cryo's satisfaction that such defect actually exists and was not caused by Purchaser's misuse, abuse, neglect, accident, fire, or other hazard, or improper installation, maintenance, testing, alteration or modification, or failure to comply with manufacturer's specifications, or any other cause beyond the range of normal use. Repair or replacement of a part does not extend the warranty period of a part or product beyond the initial three (3) year limited warranty period from the date of delivery.