

Limited Warranty

Triteq warrants to the original purchaser of every new FreshIQ Series product ("Product"), to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by Triteq and upon proper installation and operation in accordance with the instructions supplied with each Product. Triteq's obligation under this warranty is limited to a period of thirty-nine (39) months from the date of shipment from Triteq ("Term"). This warranty is not assignable and applies only in favor of the original purchaser of the Product from Triteq. ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THIS WARRANTY AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Making a Claim under this Limited Warranty

All claims under this warranty must be submitted directly by the original purchaser of the Product to Triteq during the Term by delivering the defective Product to Triteq, at the address stated below, shipping charges prepaid, along with proof of purchase, and a written statement of all pertinent information supporting the existence of an alleged defect.

Triteq's Obligation under this Limited Warranty

Triteq's sole obligation under this warranty, and the original purchaser's sole remedy under this warranty, is limited to either one of the following, as Triteq shall elect in its discretion: (a) repair or replace the defective Product, or (b) refund the purchase price paid for the defective Product. This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty.

What is not Covered by this Limited Warranty

The following are not covered by this warranty:

- Shipping and freight charges.
- Failures, defects, or damage to a Product caused by (1) any third party product, service, or system connected or used in conjunction with the Products; (2) any use that is not designed or intended for the Products; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) improper installation, maintenance, or operation; (5) transit; (6) acts of God including, but not limited to, fire, water or storms; or (7) a corrosive atmosphere or contact with corrosive materials.
- Products sold or used outside the United States.
- Products that have been removed from their original installation location.

TRITEQ IS NOT RESPONSIBLE FOR ECONOMIC LOSS, PROFIT LOSS, OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE CLAIMS, PROPERTY DAMAGE OR INJURY TO ANY PERSON WHETHER OR NOT ON ACCOUNT OF PRODUCT FAILURE OR OTHERWISE.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.