

SteamPod Warranty

MrSteam® warrants that its SteamPods which are installed in the United States or Canada are free from defects in materials and workmanship for a period of one year from the date of MrSteam's invoice to its purchaser. MrSteam will repair or replace (at its option) a SteamPod or its components if it fails to conform to these limited warranties. All warranty work will be performed without charge when the SteamPod or its components are returned to the location designated by MrSteam within the applicable warranty period.

Shipping Damage

Any damage that occurs in transit is the responsibility of the carrier. MrSteam will not be held responsible for shipping damage. The product should be carefully examined by the recipient or installer at time of receipt to ensure it is damage-free. If any damage is discovered, it should be noted on the bill of lading, and a claim should be filed against the carrier as soon as possible. Inspection of the unit, prior to installation, is the responsibility of any party who acts on behalf of the recipient, or the user him/herself. The installer or contractor is responsible for ensuring that the unit is free of defect or damage. In the event of a problem, the unit must not be installed. MrSteam is not responsible for failures, costs, damages or claims that could have been discovered, repaired or avoided by proper inspection and testing prior to installation.

Terms, Conditions, and Exclusions

This limited warranty is non-transferable and applies only to the original purchaser. This limited warranty does not apply to a SteamPod which was used as a display product or is sold "as is" or in a damaged condition. This limited warranty does not apply to repairs or replacement necessitated by any cause beyond the control of MrSteam including, but not limited to any malfunction, defect or failure caused by or resulting from unauthorized service or parts, improper maintenance and/or problems arising from local water conditions, operation contrary to furnished instructions, damages occurring during shipment, transit, storage or handling, or arising from modification, or repair by any person not authorized by MrSteam, abuse, misuse, neglect, accident, incorrect power line voltage, fire, flood, or other Acts of God. STEAMPODS MUST BE INSTALLED, OPERATED, AND MAINTAINED IN ACCORDANCE WITH MRSTEAM'S INSTRUCTIONS. FAILURE TO FOLLOW THE INSTALLATION, OPERATION, OR MAINTENANCE PROCEDURES OR USE OF UNAUTHORIZED PARTS AUTOMATICALLY VOIDS THIS WARRANTY. Users are responsible for the suitability of the SteamPod for their application. This warranty does not apply to expendable parts which are required to be replaced in the ordinary course of operation. This limited warranty does not cover any costs incurred for the removal or re-installation of the SteamPod or its components. MrSteam neither installs/supervises the installation, nor hires a contractor for this purpose, and consequently cannot be held responsible for any defect, breakage or damage caused thereby or resulting thereof, either directly or indirectly.

To ensure expedient processing of any warranty claim, a Return Materials Authorization (RMA) is to be obtained by the original purchaser and

prominently shown on any correspondence or packages. Returns made without an RMA will not be processed. To obtain an RMA, call 1-800-76-STEAM. The original purchaser is responsible for all shipping charges. All SteamPods or SteamPod parts returned pursuant to an RMA must be shipped freight prepaid. Proof of purchase (original sales receipt) identifying the model number and serial number must accompany all warranty claims. This limited warranty does not cover any labor or other costs incurred at any location other than that designated by MrSteam in its RMA and in no event shall MrSteam be liable for costs incurred in connection with the removal of the SteamPod or any component in order to return it to MrSteam or any labor or other costs incurred in connection with the reinstallation of the SteamPod or the installation of a replacement component. MrSteam is not liable for any costs, damages or claims resulting from the purchase of products that do not fit through openings or existing structures. MrSteam is not liable for any costs, damages or claims resulting from defects that could have been discovered, repaired or avoided by inspection and testing prior to assembly. Returns will be examined by MrSteam. If in the judgment of MrSteam the defect in workmanship or materials is not subject to the limited warranty, any returns or repairs thereafter made shall be at the request and expense of the original purchaser. THE FOREGOING IS IN LIEU OF ALL EXPRESS OR IMPLIED WARRANTIES AND MRSTEAM DOES NOT ASSUME OR AUTHORIZE ANY PARTY TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN AND SPECIFICALLY LIABILITY FOR ANY BREACH OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE IS EXCLUDED. THE DURATION OF ANY WARRANTIES WHICH MAY BE IMPLIED BY LAW NOTWITHSTANDING THE PREVIOUS SENTENCE (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS). MrSteam is not liable for personal injuries or death to any person or for any direct, special, incidental or consequential damage, loss of use, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of its products or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty. IN NO EVEN SHALL THIS WARRANTY EXCEED ONE YEAR OR SHALL MRSTEAM BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF ANY STEAMPOD; OR FOR ANY DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS WARRANTY DUE TO CAUSES BEYOND ITS CONTROL. SteamPod sealing materials and gaskets are not covered by this warranty. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES; SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

MrSteam reserves the right to modify this warranty at any time, it being understood that such modification will not alter the warranty conditions applicable at the time of the sale of the products in question.