LIMITED WARRANTY WATER DISPENSER Nexus FS Model Coolers Bottled Water and Point of Use MTN Products, La Verne, California

TERMS AND CONDITIONS. This warranty is provided by Water Solutions (Hong Kong) Ltd. ("Water Solutions" or "Manufacturer"). This warranty is "limited" to a water cooler installed in non-restricted locations, which exclusively includes residences or offices. The warranty provides for, at MTN Products sole discretion, the entire replacement of a cooler deemed to be defective or replacement of just the defective parts of the cooler in question. This Limited Warranty does not provide for any labor allowances to repair defective water coolers. Any such labor will be charged to the warranty claimant. This Limited Warranty does not offer coverage for components that are not factory installed such as dealer-installed accessories not originally sold by manufacturer. Customer agrees that within two (2) calendar days from delivery of the water cooler to notify MTN Products in writing of any nonconformity, defect, damage, contamination, or problem with the water cooler. Customer agrees that its failure to provide written notice to MTN Products within said time period shall constitute Customers unequivocal acceptance of the water cooler and agreement/acknowledgment that there is no nonconformity, defect, contamination, damage or problem with the water cooler.

INSTALLATION AND OPERATION. This Limited Warranty applies only when the dispenser is installed and operated in accordance with the Manufacturer's written instructions included with each unit. It does not apply to dispensers, which on examination by the Manufacturer or MTN Products have been subjected to accident, modifications, reconditioning, abuse, misuse, misapplications, corrosive type atmospheres, abnormal use or damage from shipping and handling.

Warranty Coverage:

FIRST TWO YEARS: The Manufacturer warrants the complete water dispenser including compressor, hermetically sealed refrigeration system, faucets or faucets, and electrical components (cold control, compressor, overload/relay, heat band, and hot controls) to be free from defects in material and workmanship under normal use for 2 years (24 months) from Invoice date. The NLEZ (bottled water unit) and Float Assembly (point of use unit) with tubing is warranted for one year. No increase or alteration, written or verbal, of this warranty is authorized.

THIRD YEAR: The Manufacturer warrants the following system and components to be free from defect. Coverage is limited to replacement of defective component or replacement of complete water dispenser at Manufacturer's option, in any case, the value of the Warranty shall not exceed the original purchase price paid for the water dispenser.

REFRIGERATION SYSTEM – Includes replacement of the following listed parts: compressor, evaporator, condenser, connecting refrigerant lines and drier.

Minor Repairs. Upon notification of a defective part and cooler serial number by dealer MTN Products will replace the parts free of charge by either providing the actual parts as replacement, or issuing credit for the purchase price of the part to dealer within 30 days. Dealer acknowledges that it must have only qualified technicians, as defined by state and local codes, perform any parts replacement or else the warranty set forth herein will be voided. Any labor charges and shipping costs associated with minor repairs will be the responsibility of dealer.

Major Repairs/Refrigeration (Sealed System Repairs). Upon notification (to include the serial number and reason code for the major failure) of a major defect in the refrigeration system, MTN Products will provide dealer a replacement cooler with a one (1) year limited, on the same terms and conditions as contained herein, at no charge on customers next order. Dealer must hold coolers with major defects for 30 days in the event MTN Products personnel need to inspect the coolers. Dealer may thereafter dispose of the coolers at dealer's expense.

CUSTOMER'S OBLIGATIONS. Customer must provide proof of installation date when repair is required. The Customer also has the obligation and responsibility to return the complete unit to the owner's equipment service center or closest authorized distributor (MTN Products at <u>www.mtnproducts.com</u>; 1-909-629-7301), if the compressor, refrigeration or water system is found to be defective during the warranty period, at Customer's sole expense.

MANUFACTURER'S OBLIGATIONS. The Manufacturer's obligation under this Limited Warranty is limited to supplying parts or issuing credit for minor repairs or to the replacement of the entire water dispenser or issuing credit for the entire water cooler or any part of the water dispenser which is expressly covered by this Limited Warranty as stated above, but only if the Manufacturer determines that the water cooler, the part or parts, and the purported defect or defects, are covered by this Limited Warranty, in Manufacturer's sole discretion. This Limited Warranty covers the water cooler only and not cooler accessory parts (e.g.: EZ Fills, Float Kits etc.).

PERSONS ENTITLED TO BENEFIT WARRANTY. This Limited Warranty is applicable only to (i) original purchasers who purchase the water dispenser for resale or rental in the ordinary course of business (i.e. dealer), and (ii) the first consumer who purchases the water dispenser other than for resale or rental (referred to collectively herein as "Customer".) Dealer agrees to communicate to consumer any and all waivers and limitations contained in this limited warranty. **WARNING:** This product is listed with UL. UL Certification is void if the cooler is modified, combined with other devises, or a refurbishing process is used that can damage electrical components and may cause electrical shock or fire. Any questions regarding this Limited Warranty or performance of the Manufacturer's obligations under this Limited Warranty should be addressed to MTN Products at <u>www.mtnproducts.com</u>; 1-909-629-7301.

Preservation and Placement of Water Cooler or Point of Use Cooler. Customer shall use any and all means necessary to ensure that the water cooler is preserved, safeguarded, and kept in its original condition. Customer shall be responsible for proper placement of the water cooler and understands that water coolers may leak from time to time. Dealer shall be responsible for inspecting point of use coolers annually and understands that serious water damage can occur if the unit is not maintained or installed properly.

Disclaimer of Express and Implied Warranties and Consequential Damages. In no event shall Water Solutions

Or MTN Products be liable for the payment of any consequential, punitive, indirect, or special damages, including but not limited to lost profits, irrespective of whether such damages purportedly arise from contract or tort. Water Solution's liability, if any, shall be limited to either providing replacement parts or replacement of the water cooler. Under no circumstances will liability exceed the amounts paid by Customer for its purchase of the water cooler. Water Solutions shall not be liable for any damages caused by or which arise out of the acts or omissions of a third party. THE WARRANTIES AND REPRESENTATIONS SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CONTRACT, TORT OR UNDER ANY OTHER THEORY AGAINST WATER SOLUTIONS RESPECTING THE GOODS ARE AS DESCRIBED HEREIN AND NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES) SHALL BE AVAILABLE TO CUSTOMER. Some states do not allow limitations on how long an implied warranty lasts, and to what extent consequential damages may be limited, so the limitations may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Miscellaneous. This document constitutes the final and entire agreement among parties with respect to the subject matter hereof. Unless modified by Manufacturer in writing, this Limited Warranty supersedes all oral or written communications relating to the coolers, including statements made by salespersons.

Water Solutions (Hong Kong) LTD. Hong Kong,

SERIAL NUMBER