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## ELAN2 LIQUID NITROGEN GENERATOR TWO YEAR LIMITED WARRANTY

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MMR Technologies warrants that its family of elan2 Liquid Nitrogen Generators, if properly used and after the installation sign-off and acceptance process is completed, will be free from defects in materials and workmanship and will substantially conform to MMR Technologies' publicly available specifications for a period of two (2) years after the date the elan2 Liquid Nitrogen Generator was purchased (whether purchased separately or as part of a system). Products furnished hereunder shall be newly manufactured products but may contain components which have been previously used in other product units. Any such previously used components have been disassembled, reprocessed and reassembled, as appropriate, and meet or exceed MMR Technologies, Inc.'s specifications for newly manufactured components.

If the elan2 Liquid Nitrogen Generator which is the subject of this Limited Warranty fails during the warranty period for reasons covered by this Limited Warranty, MMR Technologies, at its option, will:

- REPAIR the elan2 Liquid Nitrogen Generator by means of hardware and/or software. MMR Technologies, Inc. may use remanufactured, refurbished, or used parts and modules in making such warranty repairs; OR
- REPLACE the elan2 Liquid Nitrogen Generator with a new or refurbished elan2 Liquid Nitrogen Generator; OR
- If MMR is unable to repair or replace the particular elan2 Liquid Nitrogen Generator, REFUND the then-current value of the elan2 Liquid Nitrogen Generator.

This warranty does not apply if the product has been damaged by accident, abuse, misuse or misapplication; has been modified without the written permission of MMR Technologies; or the covers have been opened or the unit has been opened in any way; or if any MMR Technologies serial number has been removed or defaced. MMR Technologies may use remanufactured, refurbished, or used parts and modules that equal or exceed the performance of newly manufactured parts in making warranty repairs.

This warranty does not apply if the product has been moved or relocated from the original installed location without the prior written permission of MMR Technologies. Any new locations must meet the required facilities expectations as addressed in the Facilities Requirement documentation.

MMR Technologies provides copies of the Facilities Requirement documents and a Frequently Asked Questions document with every order. It is recommended these be read thoroughly - requirements for instrument operation and limitations of operation if outside of those requirements are detailed in these documents. MMR Technologies can make no guarantees on system operation if outside of the conditions specified. Failures due to operation outside of the required specifications are not covered under warranty and will result in service charges or fees to the end user if a service call is required that is determined to result from these conditions. Instrument returns due to failure to meet operational specifications due to incorrect operating environments will be assessed the restocking fees as outlined in **Customer satisfaction and Instrument Returns**.

MMR Technologies will provide, upon request, copies of the User Manual, Facilities Requirements or Frequently Asked Questions (FAQ) documentation at any time, in electronic format, or these documents may be downloaded from the

web site at [www.elan2.com](http://www.elan2.com). These documents are also provided prior to or during the installation of this system. These documents address the expected requirements for these systems to operate, including but not limited to electrical, temperature, space, and room cleanliness as well as proper operation and maintenance procedures.

**THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER STATE LAW, APPLY ONLY TO THE ORIGINAL PURCHASER OF THE ELAN2 LIQUID NITROGEN GENERATOR, OR ELAN2 LIQUID NITROGEN GENERATOR-BASED SYSTEM AND LAST ONLY FOR AS LONG AS SUCH PURCHASER CONTINUES TO OWN THE LIQUID NITROGEN GENERATOR.**

### **Extent of Limited Warranty**

MMR Technologies does not warrant that your elan2 Liquid Nitrogen Generator will be free from design defects or errors. This limited warranty is for purchasers in the United States and Canada only. The limited warranty does not cover shipping or any costs relating to removal or replacement of any elan2 Liquid Nitrogen Generator. This limited warranty does not cover damages due to external causes, including accident, problems with electrical power, electrical storms or power outages, damages due to natural disasters or terrorist activities, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation or relocation by the end user, improper facilities (including but not restricted to temperature, electrical, spatial and environmental considerations) where the system is installed, or improper testing.

### **How to Obtain Warranty Service**

To obtain warranty service for your elan2 Liquid Nitrogen Generator, you may contact your reseller, or you may contact MMR Technologies. To request warranty service from MMR Technologies, you should call 1-650-962-9620 during the warranty period during normal business hours (Pacific Time), excluding holidays. Please be prepared to provide: (1) your name, address, and telephone numbers; (2) your system serial numbers (located on the rear of the components) (3) the original sales order number (4) a description of the system including application; and (5) an explanation of the problem. (Note: The Customer Service Representative may need additional information from you depending on the nature of the problem.) The replacement Liquid Nitrogen Generator is warranted under this written warranty and is subject to the same limitations and exclusions for the remainder of the original warranty period.

### **MMR Technologies Commitment to Quality**

MMR Technologies is committed to producing the highest quality Liquid Nitrogen Generators available. We have our best engineering resources dedicated to continuously improving our design, manufacturing, and testing technology. Every one of our Liquid Nitrogen Generators is put through a rigorous battery of tests during the design and manufacturing processes. To verify that the new Liquid Nitrogen Generator meets and exceeds our published specifications, a team of MMR Technologies engineers is dedicated to reliability testing. This group runs an extensive set of functionality and stress tests repeatedly, in a state of the art lab, to ensure that the Liquid Nitrogen Generator is compatible with representative user environments and usage patterns. Additionally, a sampling of MMR Liquid Nitrogen Generators are subjected to a rigorous “burn-in” test whereby the unit is operated at higher-than-normal temperature. During this burn-in period, the Liquid Nitrogen Generator experiences the equivalent of months of normal usage. These units are monitored for failures as part of our ongoing quality assurance process.

## **What is an 'Engineering Upgrade'?**

Exhaustive product testing can highlight differences between the actual behavior of the Liquid Nitrogen Generator and its specifications. Sometimes the discrepancies are caused by a design defect or error, which require an upgrade. Rigorous validation identifies most problems during the development of the Liquid Nitrogen Generator, but we do detect additional problems during the life cycle of a Liquid Nitrogen Generator design. When a problem is identified, our engineers work to characterize it and find a solution. We work with system users and laboratories to ensure that the problem does not affect usability or safety of their Liquid Nitrogen Generators. If necessary, special engineering solutions (sometimes known as a “work around”) are implemented in the system design to prevent users from encountering the problem. The problem may then be corrected in future revisions of the Liquid Nitrogen Generator design. No Liquid Nitrogen Generator is perfect or perfectly guarded against misuse, extreme environmental conditions, accidents, or unauthorized modifications. MMR Technologies recognizes that some consumers want to know about any problem, whether or not that problem affects them.

## **Warranty limitations and exclusions**

These warranties replace all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. MMR Technologies makes no express warranties beyond those stated here. MMR Technologies disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Some laws do not allow the exclusion of implied warranties so this limitation may not apply to you. If these laws apply, then all express and implied warranties are limited in duration to the limited warranty period. No warranties apply after that period. Some laws do not allow limitations on how long an implied warranty lasts so this limitation may not apply to you.

## **Limitations of Liability**

MMR Technologies responsibility under this or any other warranty, implied or expressed, is limited to the repair, replacement, or refund, as set forth above. These remedies are the sole and exclusive remedies for any breach or warranty. MMR Technologies is not responsible for indirect, special, incidental, or consequential damages resulting from any breach of warranty or under any other legal theory including, but not limited to, lost profits, downtime, reimbursement for liquid nitrogen usage or requirements, goodwill, damage to or replacement of equipment and property, and any costs of recovering. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

## **Customer satisfaction and Instrument Returns**

At MMR Technologies, our goal is to make every Liquid Nitrogen user satisfied with his or her Liquid Nitrogen Generator. Once the Liquid Nitrogen Generator system is delivered to the address listed on your order or purchase form, the complete, undamaged unit may be returned to MMR Technologies in the original packaging, with the following restocking penalties:

- Upon delivery to your facility - there is a 25% restocking fee on the invoice total as well as the shipping charges for the transportation of the unit back to MMR Technologies.
- Within 30 days of receipt - there is a 50% restocking fee on the invoice total as well as the shipping charges for the transportation of the unit back to MMR Technologies.
- After 30 days but before 60 days of receipt - there is a 75% restocking fee on the invoice total as well as the shipping charges for the transportation of the unit back to MMR Technologies.
- After 60 days of receipt - there is no refund available for returned units.

The invoice total is determined upon shipment of the instrument from MMR Technologies and includes any taxes and shipping fees. If the end user does not have the original packaging material, additional fees may be charged for appropriate shipping materials to be sent to the customer.

Should you have any questions, comments or concerns about your MMR Liquid Nitrogen Generator, please call us at 1-650-962-9620 or by e-mail at [support@elan2.com](mailto:support@elan2.com).