

# M&S Distribution, Inc.

## **Extended Three-Year Equipment Limited Warranty For Consumer Scoop Products purchased in the United States.**

The Consumer Scoop Product is manufactured by M&S Distribution Inc. for use at home by individuals and this Consumer Scoop limited warranty does not cover commercial use (defined below) of the equipment.

**The Consumer Scoop Limited Warranty** PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR M&S DISTRIBUTION, INC. (HEREINAFTER "M&S") SCOOP PRODUCT. BY USING THE EQUIPMENT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS:

**Disclaimer and Release.** The warranties provided herein are the exclusive warranties given by M&S and supersede any prior, contrary or additional representations, whether oral or written. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO ANY PARTS DESCRIBED ABOVE ARE LIMITED IN DURATION TO THE PERIODS OF EXPRESS WARRANTIES GIVEN ABOVE FOR THOSE SAME PARTS. M&S HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. M&S ALSO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PRODUCT, INCLUDING BUT NOT LIMITED TO: (A) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF M&S OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT. This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose.

**Limited Warranty.** This Warranty is only applicable to the original owner of a new and never previously owned Consumer Scoop product. Additionally, the warranty applies only to a Consumer Scoop product purchased from an authorized Scoop Reseller. M&S warrants all new M&S products to be free from defects in materials and manufacture for the warranty period set forth below. The warranty period commences on the Purchase Date. The purchase date is the date of purchase by the end user. This warranty applies only against defects discovered within the warranty period and extends only to the original purchaser of the product. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only. To claim repairs or parts replacement under this warranty, the end user must notify the authorized Scoop Reseller within 30 days after the date of discovery of any nonconformity and make the affected product available for inspection by M&S or its service representative.

For a Consumer Scoop Product described above that fails to conform to its warranty, M&S will provide the following exclusive warranty: Parts required for the repair for three (3) years.

M&S Limited Warranty service may be obtained by contacting the authorized Scoop Reseller from whom the buyer purchased the item or by contacting M&S directly. No labor is included for repairs. THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR ANY BREACH OF WARRANTY.

**EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.** M&S AND ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT. This exclusion applies even if the above warranty fails of its essential purposes and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives the buyer specific legal rights, and the buyer may also have other rights, which vary from state to state.

**Options and Accessories** Many options or accessories have components that are connected internally or mounted inside the electronic console. The following guidelines determine the warranty for these components. If the internal components are installed by the factory or by M&S as part of the original sale and delivery, they have a warranty that is identical to the warranty of the equipment in which they are connected or mounted. Satisfactory proof of purchase is required in all cases.

**Conditions and Restrictions.** This warranty is valid only in accordance with the conditions set forth below:

1. The warranty applies to the Consumer Scoop Product only while:
  - a) it remains in the possession of the original purchaser and proof of purchase is demonstrated,
  - b) it has not been subjected to accident, misuse, abuse, improper service, or non- M&S modification.
  - c) claims are made within the warranty period
  
2. This Consumer Scoop Product is NOT WARRANTED for “commercial use”, which includes use of the equipment in non-fee-paying clubs or facilities, gyms, hotels gyms, and school gyms, or in paid and fee-paying clubs, gyms, hotel gyms, school gyms or other similar facilities. UNAPPROVED USE VOIDS THE WARRANTY.
  
3. This warranty does not cover damage or equipment failure caused by electrical wiring not in compliance with electrical codes or the Consumer Scoop owner’s manual specifications, or failure to provide reasonable and necessary maintenance as outlined in the owner’s manual.

**This Limited Warranty shall not apply to:**

1. Software limitations or corrections.
2. Items including batteries or other consumables, or cosmetic items, grips, or labels where the claim for the item is made more than 90 days after the purchase date.
3. Pick-up, delivery, or freight charges involved with repairs.
4. Any service that has not been authorized in writing by M&S. M&S will not reimburse repairs made without M&S written authorization which must be received by purchaser before repairs are made.

<p><b>Complete this portion and keep for your records.</b></p> <p>Purchased From: _____ (Authorized Scoop Reseller).</p> <p>Phone Number: _____</p> <p>Product/model: _____ (e.g., Consumer Scoop)</p> <p>Lot Number: _____ (e.g., XXXXXXXX)</p> <p>.</p>
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