



Limited Warranty



Do not attempt to operate or maintain this machine until you have read thoroughly and understand completely all operating instructions and safety rules contained in the MD-SSD/D user manual.

Phiston Technologies, Inc. Limited Warranty

To the Original Owner of a Phiston Technologies product.

1. Owner/Purchaser Information

Thank you for purchasing Phiston® Technologies, Inc.'s (Phiston) *product*.

Please take a moment to record the following important information about your covered product. This will better enable our Customer Service Team to assist you if you ever need to contact us for technical support or warranty service.

Product and Purchase Information

Model Number	
Serial Number	
Purchase Date	
Dealership Name	
Dealership Address and Contact Information	

2. Limited Warranty Period

The Limited Warranty period for a Phiston covered product is a specified, fixed period of time commencing on the date of purchase. The date on your sales receipt is the date of purchase, unless Phiston or your reseller informs you otherwise in writing.

The Phiston® brand of covered products, as supplied and distributed by Phiston Technologies, Inc., and delivered new, in the original packing to the original consumer purchaser, is warranted by Phiston against manufacturing defects in materials and workmanship for the periods described below.

Parts: During the one year period commencing on the date of purchase of your covered product, all parts and workmanship are warranted from defect or failure.

Labor: During the ninety (90) day period commencing on the date of purchase of your covered product, Phiston will pay for the cost of labor to repair or replace a warranted item, provided such service is carried out by a service provider authorized by Phiston. After this initial ninety day period, the cost of labor to repair your covered product is NOT included under this Limited Warranty.

3. What is Covered: General Terms of Limited Warranty

This Phiston Limited Warranty gives you, **the original owner**, express Limited Warranty rights from Phiston Technologies, Inc., the manufacturer. In addition, you may also have other legal rights under applicable local law or special written agreement with Phiston.

Transferability of Limited Warranty: This limited warranty is **not** transferrable if the covered product is sold, traded, bartered, or if ownership is in any way transferred from the original owner to another.

Phiston makes no other express warranty or condition, whether written or oral, and Phiston expressly disclaims all warranties and conditions not stated in this Limited Warranty. To the extent allowed by any federal, state or local law or any laws of jurisdictions outside the USA, Phiston disclaims all implied warranties or conditions, including any implied warranties of merchantability and fitness for a particular purpose.

For all transactions occurring in the USA, any implied warranty or condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the Limited Warranty set forth above. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply to you. Please also refer to Section 7, Governing Laws and Jurisdiction.

The Limited Warranty terms contained in this statement, except to the extent lawfully permitted, do not exclude, restrict, or modify, but are in addition to, the mandatory statutory rights applicable to the sale of this product to you. This Limited Warranty is applicable in all countries and may be enforced in any country where Phiston or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this Limited Warranty. This Phiston Limited Warranty is subject to all applicable laws and regulations, including US and other national export and import laws and regulations. Please also refer to Section 7, Governing Laws and Jurisdiction.

Relocation of Covered Product from One Country to Another: Under the Phiston Global Limited Warranty program, a covered product purchased in one country may be transferred to another country, where Phiston or its authorized service providers offer warranty service for the same product model number, without voiding the warranty, **provided the covered product remains the property of the original owner**. In addition, it is your responsibility to ensure that the installation and operation specifications (refer to your owner's manual) for your covered product (including but not limited to power requirements, voltage, frequency, current, cables and connectors) are always compatible with local electrical supplies and electrical codes. Also note that Phiston is not responsible for any damages to machines that occur after our initial delivery of a covered product to the original purchaser, nor during any subsequent shipment or relocation of your covered product. Warranty terms, service availability, and service response times may vary from country to country. Standard warranty service response time is subject to change due to local parts availability. Your dealer or Phiston authorized service provider can provide you with details.

Phiston is not responsible for any tariffs or duties that may be incurred in transferring products. Note: transfer of the products may also be subject to export controls issued by the USA or other governments.

This Limited Warranty applies only to Phiston-branded products or Phiston-authorized re-branded products manufactured by Phiston Technologies, Inc., and sold by Phiston or its worldwide subsidiaries, affiliates, authorized resellers, or authorized country distributors (collectively referred to in this Limited Warranty as "Phiston") with this Limited warranty.

Defects in Materials or Workmanship: Phiston warrants that the Phiston product that you have purchased is free from defects in materials or workmanship under normal use during the Limited Warranty period. The Limited Warranty period starts on the date of purchase from Phiston. Your dated sales or delivery receipt, showing the date of purchase of the product is your proof of the purchase date.

You may be required to provide proof of purchase as a condition of receiving warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Phiston product is required within the Limited Warranty period.

Phiston, in its sole discretion, will repair or replace any component or product that manifests a defect in materials or workmanship during the Limited Warranty period. All component parts or products removed under this Limited Warranty become the property of Phiston. In the unlikely event that your Phiston product has recurring failures, Phiston, at its sole discretion, may elect to provide you with either:

- a) A replacement unit of Phiston's choosing that is the same or equivalent to your Phiston product in performance; or
- b) Give you a refund of your purchase price.

This is your exclusive remedy for a defective product.

4. What is not Covered: Exclusions

Phiston does not warrant that the operation of this product will be uninterrupted or error-free.

Phiston is not responsible for damage(s) that occur as a result of your failure to follow the installation and operating instructions and other requirements and specifications provided in the user manual for your Phiston product.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed, or that has been damaged, tampered with, rendered defective, or serviced by unauthorized persons. Specifically, inter alia, damage caused:

- a) As a result of accident, misuse, abuse, tampering, contamination, improper or inadequate maintenance or calibration, or other external causes.
- b) By operation outside the usage parameters stated in the user manual for the covered product.
- c) By parts or supplies not supplied by Phiston.
- d) By improper installation or site preparation or maintenance.
- e) From loss or damage in transit.
- f) By modification or service by anyone other than either Phiston, or a Phiston authorized service provider; and/or by not observing the operating and safety protocols outlined in your covered product user manual.

NOTE: Please refer to the user manual for your covered product that sets out your responsibilities as an owner/purchaser, and to follow appropriate operating and safety protocols to safeguard persons from injury and property from damage.

5. Exclusive Remedy

To the extent allowed by federal, state or local law, these terms and conditions constitute the complete and exclusive warranty agreement between you and Phiston Technologies, Inc. regarding the Phiston product you have purchased. These terms and conditions supersede any prior agreements or representations — including representations made in Phiston sales literature or advice given to you by

Phiston or an agent or employee of Phiston — that may have been made in connection with your purchase of the Phiston product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Phiston.

6. Limitation of Liability

If your Phiston product fails to work as warranted above, Phiston's maximum liability under this Limited Warranty is expressly limited to the lesser of the price you paid for the product or the cost of repair or replacement of any components that malfunction in conditions of normal use.

Except as indicated above, in no event will Phiston be liable for any damages caused by the product or the failure of the product to perform, including any lost profits or savings or special, incidental, or consequential damages. Phiston is not liable for any claim made by or on behalf of a third party.

This Limitation of Liability applies whether damages are sought or a claim is made under this Limited Warranty regardless if the claim for damages are based on a tort claim (including negligence and strict product liability), a contract claim, or any other claim.

This Limitation of Liability cannot be waived or amended by any person unless in writing and signed by an authorized representative of Phiston.

This Limitation of Liability will be effective even if you have advised Phiston or an authorized representative of Phiston of the possibility of any such damages.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state or from country to country. You are advised to consult applicable state or country laws for a full determination of your rights.

7. Governing Laws and Jurisdiction, Severability of Provisions, Headings

Laws and Jurisdiction: Any controversy of claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of or relating to this Warranty is governed by and construed in accordance with the laws of the State of Florida in the USA. Parties shall submit all their disputes arising out of or in connection with this Warranty to the exclusive jurisdiction of the Courts of Miami Dade County in the State of Florida.

Severability of the Provisions of this Limited Warranty: If any provision of this Limited Warranty is or becomes illegal, invalid or unenforceable by a court under the laws and within the jurisdiction of the Limited Warranty, that shall not affect either the validity or enforceability of any other provision of this Limited Warranty in that or any other jurisdiction.

Headings: Headings and/or sub-headings of the several sections of this limited warranty are intended as a convenience to indicate the contents of the section and shall not be deemed or taken to be titles of such section, nor as any part of the section, nor unless expressly so provided, shall they be so deemed when any portion of such section, including the headings, is amended or reenacted.

8. How to Obtain Warranty Service

If your product fails during the Limited Warranty Period and the suggestions in the Troubleshooting Guide in your User Manual that accompanied your product do not solve the problem, then you can receive support by contacting either:

- a) Your authorized Phiston dealer or authorized service provider. Before you call, be sure to have your product and purchase information handy. This is the information that you recorded on the first page of this warranty document, or
- b) Phiston Technologies Customer Service at 305-517-1744, or email us at <https://phiston.com/services/service-request/>.

9. Remaining in Compliance with the Terms of Your Limited Warranty

In addition to the specific terms and conditions of this Limited Warranty, there are important operating and safety protocols that owners must comply with to ensure that they do not void this warranty. These protocols are set out in the User Manual for your product. If these protocols, terms and conditions are not followed your Limited Warranty may be determined to be void. This decision is in the sole discretion of Phiston.



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The information and specifications included in this manual were those in effect at the time of publication. Notwithstanding, Phiston Technologies, Inc. reserves the right to discontinue or change specifications or design at any time without notice and without incurring any obligation whatsoever, provided such changes are with the intent of improving the safety, operation and functionality of the machine.