

WARRANTY INFORMATION (this affects your legal rights). **Limited Warranty Policy.**

Nix Snow Ltd warrants all snowboards, skis and other products sold to be free of material and manufacturing defects for a period not exceeding two (2) years from the original date of purchase. If a product is found to be a valid warranty claim by Nix Snow Ltd, in its sole discretion Nix Snow Ltd's only responsibility shall be limited to repair or replacement of the defective product. Nix Snow Ltd will not be responsible for any accidental expenses including binding removal/remounting, and removal/ replacement of stomp pads, stickers, etc. Nix Snow Ltd will not be responsible for any costs, losses or damages incurred as a result of loss of the use of the product.

- 1) This warranty applies exclusively to products made by Nix Snow and purchased from authorised dealers, and is valid to the original purchaser only. This warranty is non-transferrable.
- 2) The warranty is valid from the original date of purchase. In the case of a warranty claim, please complete the card below and return by post or by emailing it to info@nixsnowsports.com.
- 3) This warranty does NOT apply to:
 - a) Damage caused by misuse, abuse, accident, and neglect.
 - b) Damage caused by improper mounting and adjustments of bindings.
 - c) Normal wear and tear.
 - d) Damage caused by anything other than defects in materials or workmanship.
 - e) Impact related damage (such as boxes, rails, rocks and urban riding, etc).
 - f) Intentional acts resulting in overstressing and destruction of product.
 - g) Damage caused by use of solvents, locking adhesives, or excess heat.
 - h) Product modifications or repairs.
- 4) We will attempt to replace defective products like for like - i.e., with identical products. However in some circumstances we may replace with a reasonable equivalent of equal or greater value.
- 5) Damaged products must be returned within a reasonable time period following the incurred damage.
- 6) The repaired or replaced product will be returned at the expense of Nix Snow Ltd. If Nix Snow determine that there is no defect present, or that the damage sustained is not covered under warranty, then the return of the product is completed at the customer's expense.
- 7) Nix Snow Ltd assumes no responsibility for products during shipment **from** the customer **to** the factory. Shipping charges are non-refundable.
- 8) Repaired or replaced products are covered for the remainder of the original warranty only.

• **Nix Snow Ltd reserves the right to accept or deny any warranty claim at its discretion at any time, if it is decided that the terms of the warranty have not been met. If this is the case, Nix Snow Ltd will inform you in writing, detailing the reasons for the decision.**

• **Please make a copy of this warranty for your records.**

• **For any warranty claim, attach a copy of your product receipt to the completed warranty, and return it by post in a sealed envelope to; Nix Snow Ltd, 1 Littledale Mews, Kellet Lane, Lancaster, LA2 6BJ.**

• **Alternatively return your warranty by email to info@nixsnowsports.com.**

- 1: **RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of the sale to you, or use by you, of the enclosed snowboard equipment, you hereby agree as follows. **If you do not agree to the terms of the agreement, please return the equipment unopened and unused to your place of purchase for a refund.**
- 2: **ASSUMPTION OF RISK/ WARNING:** I am aware that snowboarding involves certain risks, hazards and dangers which can result in serious injury or death. I am also aware that systems are not designed or intended to release. I hereby assume and accept any and all known and unknown risks or injury whilst using, or as a result of using the equipment.
- I further recognise and acknowledge that the risks inherent in the sport of snowboarding can be greatly reduced by taking snowboarding lessons, riding within my abilities and using common sense at all times.
- 3: **WARRANTY DISCLAIMER:** Except as specifically set forth in Paragraph 9, the equipment is sold as-is without any warranty of any kind, including any implied warranties of merchantability or fitness for a particular purpose. You agree to indemnify and hold Nix Snow Ltd and its suppliers and retailers harmless against any claims by third parties related to their use of this product;
4. **WAIVER:** You hereby waive all claims that you currently have, or may have in the future, against Nix Snow Ltd and its suppliers and retailers, related in any way to your use of the equipment;
5. **RELEASE:** You hereby release Nix Snow Ltd and its suppliers and retailers from any and all liability for any loss, damage, injury or expense that you may suffer, or that your kin may suffer, as a result of the use of this equipment, due to any cause whatsoever, including negligence or breach of contract on the part of Nix Snow Ltd or its suppliers or retailers in the design, manufacturer, selection, installation, maintenance or adjustment of the equipment;
6. **ARBITRATION:** In further consideration of the sale to or use by you of the equipment, you hereby agree to submit to binding arbitration any and all claims which you believe you may have against Nix Snow Ltd and/or its suppliers or retailers arising from any use of the equipment;
7. **BINDING EFFECT OF AGREEMENT:** In the event of your death or incapacity, this agreement shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives;
8. **ENTIRE AGREEMENT:** In entering into this agreement, you are not relying upon any oral or written representations other than what is set forth in this agreement;
9. **CONTINGENT LIMITED WARRANTY:** Contingent upon you, your parent or legal guardian, signing and returning this agreement to Nix Snow Ltd, along with a copy of your receipt, within twenty eight (28) days from the date of purchase, Nix Snow Ltd thereby grants you the limited warranty.

Date of purchase	
Place of purchase	
Home address	
Email address	
Board	
Serial Number	
Date	
Signature of user (or parent/ guardian if user is under the age of 18)	