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10-2113 Restroom Accessories Warranties



MISCELLANEOUS

MANUFACTURER'S WARRANTY AND LIMITATION OF CLAIMS

GENERAL WARRANTY

Buckeye Fire Equipment, hereafter known as The "Company" warrants solely to the original purchaser, all parts and equipment for one (1) year only from the date of delivery against DEFECTIVE MATERIALS OR WORKMANSHIP but not against operation, unauthorized repairs or any indirect or consequential damage or loss of the original purchaser.

EXPRESS WARRANTY

The Company warrants solely to the original purchaser that at the time of delivery to such purchaser or the time of a specified test for such product, all parts or equipment will be in compliance with written specifications accepted by the Company.

EQUIPMENT REPAIR OR REPLACEMENT LIMITATION

The Company's obligation under this warranty is limited to repair or replacement of only the Company's equipment. The Company will repair or at its option, replace without charge, F.O.B. factory, defective parts returned to its factory (transportation charges prepaid.) The Company will not be liable for any repairs or alterations except those made with its specific written consent and approval and shall not be liable for damages which arise as a result of such repairs or alterations whether caused by defective materials or workmanship. All liability with respect to such parts or equipment, their use or operation, including that under any and all guaranties or warranties whether express or implied, is strictly limited to replacement in the manner herein stated and includes only guaranteed parts proving defective within the one year time limit, by reason of defective material or workmanship in the manufacture thereof. Any changes in design or improvements by the Company to the Company's manufactured items shall not create any obligation to install such improvements upon equipment previously sold.

EXCLUSION OF OTHER WARRANTIES

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE.

The Company neither assumes nor authorizes any person to assume any liability beyond that stated herein. The Company shall in no way be deemed to be held or be obligated liable or accountable upon or under any guaranties or warranties, express or implied, statutory, by operation of law or otherwise, in any manner or form beyond its express agreement relative to the specifications for such product, if any, the determination of the successful operation of the equipment at a specified test, if any, and the replacement of defective warranted parts as herein specifically set forth.

OTHER MANUFACTURES

All guaranties and warranties with respect to truck chassis, machinery, apparatus, accessories, materials or supplies not manufactured by the Company shall be limited to the guaranties or warranties of the manufacturer thereof; provided, the Company offers no warranty of any such product in excess of the terms of its warranty stated in Paragraphs 1 and 2 above. In the event the warranty offered by the manufacturer is in excess of that offered by the Company, the Company will offer reasonable assistance to the original purchaser to obtain proper settlement of the purchaser's warranty claims from the manufacturer.



October 17, 2019

ASI Global Partitions warrants that its products will be free of defects in material or workmanship under normal usage from the date of invoice for a period as stated below.

Powder Coated Steel: Three (3) years against chipping, flaking, cracking or discoloration

Stainless Steel: Five (5) years against corrosion or discoloration

Moisture Guard™ Plastic Laminate: Five (5) years against discoloration or delamination

Legacy Plastic Laminate: Two (2) years against discoloration or delamination

Black Core/Color-Thru Phenolic: Twenty-five (25) years against delamination, breakage or corrosion

Solid Plastic (HDPE): Twenty-five (25) years against delamination, breakage or corrosion

If material is found to be defective during the above period, the material shall be repaired or replaced (at ASI Global Partitions' discretion) free of charge. No credits or allowances shall be issued for any labor or expenses relating to the repair replacement of components covered under the warranty plan. The repair or replacement of material shall be the sole remedy of purchaser and ASI Global Partitions shall not be liable for incidental, consequential or indirect damages caused by any defects in the partitions or any delay in repairing or replacing defective product.

These warranties shall not be applicable if vandalism, improper installation, or improper cleaning/maintenance of partitions has contributed as just cause for the partition failure. These warranties extend to commercial and industrial purchasers and do not extend to any other persons, including consumers of the partitions. These warranties are in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or otherwise.



Limited One Year Warranty

Eaglestone Products warrants to the original user for a period of one year that this product is free from defects in workmanship and materials. At our option, we will repair or replace free of charge, including shipping charges back to you, any product found to be defective and subject to this warranty, provided it is delivered prepaid to us.

What Is Not Covered

This warranty does not apply to any defects or malfunctions resulting from improper installation or use. This warranty does not apply to the product finish. Eaglestone Products shall not be liable for any consequential damages to persons or property or incidental expenses resulting from breach of this warranty or any implied warranty. Some states do not allow the exclusion or limitation of consequential damages, so the above exclusion or limits may not apply to you.



WARRANTY CERTIFICATE

FIRE PROTECTION PRODUCTS

12/8/2021

Fire Protection Cabinets and Equipment

All fire protection products excluding extinguishers carry a one (1) year warranty from date of shipment against defects in materials and workmanship. We will replace or repair any product found defective within this period at our discretion. No other warranty, express or implied is valid.

Fire Extinguishers

Seller warrants that the Goods delivered hereunder shall be of the kind described within this agreement and free from defects in material and workmanship under conditions of normal use for a period of six (6) years from date of shipment except for: CO² and Water/Water based extinguishers – which are warranted for a period of five (5) years. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. Seller shall not be liable or responsible, however, for any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance. In addition, seller shall not be liable for any defects arising from alteration or modification, nor from consequential incidental damages. Any claim by Buyer with reference to the Goods for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give Seller an opportunity to investigate. In no event shall any obligation to pay or refund exceed the purchase price actually paid. Transportation charges for the return of Fire Extinguishers to Seller shall be prepaid by Buyer, unless otherwise agreed to in writing by Seller.

The forgoing warranty is exclusive and in lieu of all other warranties whether express or implied by Law. There is no implied warranty of merchantability or fitness for a particular purpose. In no event, whether as a result of a breach of contract, warranty, tort (including negligence) or strict liability, shall Seller be liable for any punitive, special, incidental or consequential damages including, but not limited to, loss of profit, loss of use of the goods or other property equipment, damage to other property, cost of capital, cost of substitute goods, downtime, or the claims of the Buyer's customer for any of the aforesaid damages. Seller shall not be liable for and Buyer agrees to defend and indemnify Seller against all claims of losses (including Attorney's fees) including personal injury, property damage or other liability, resulting in whole or in part from (1) the negligence of Buyer or its customers; (2) Buyer's or its customer's misuse, damage, alteration or modification of Seller's goods; (3) Buyer's or its customer's use of the goods in any product or system designed, manufactured or sold by Buyer or its customers; or (4) Any breach of this agreement; provided, however, that Buyer shall have no obligation to indemnify Seller for claims or losses that arise solely from the negligence or misconduct of Seller.

Manufacturer's warranty, terms and conditions apply in all cases.



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