

# Warranty



Locker Room System components purchased from Zogics LLC, such as lockers, benches, etc., are warranted to be free from any major structural defects attributable to the manufacturing process under normal use and service for a period of one (1) year, from the date of delivery, subject to the following:

## ZOGICS RESPONSIBILITIES

In case of defect, Zogics, LLC at its option, shall either correct the defect or replace the defective locker or part with a structurally sound locker or part at Zogics' expense. Zogics, LLC disclaims any warranty of identical color tone between originally installed locker and replacement locker and shall not be subject to or responsible for any other locker and replacement locker and shall not be subject to or responsible for any other remedy or damages, either direct or consequential.

Zogics, LLC hereby assigns to buyer any rights and remedies against suppliers of components contained in the basic system, optional items, or installed accessories.

## PURCHASER RESPONSIBILITIES

- Contract has been paid in full.
- Purchaser has inspected and accepted installation.
- Purchaser has complied fully with the standard requirements and conditions for maintenance and use of the goods.
- Upon defect:
  - Purchaser to notify Zogics, LLC in writing, the nature of the structural unsoundness or defect within fifteen (15) days of the Purchaser's knowledge, and;
  - Allow Zogics, LLC the time and opportunity to complete any adjustment, alteration, repair, or replacement.

## LIMITATIONS

Damage caused in whole or in part by casualty, abuse, use for which material was not designed, settlement of building walls, faulty construction of the building, failure of other contractors to adhere to the specifications, extreme temperatures, excessive dryness or moisture from humidity or other sources is not covered by this warranty. Zogics disclaims all other warranties, expressed or implied including any warranty of merchantability, in connection with Zogics' duties under this agreement. Purchaser hereby waives all remedies for breach of warranty and strict liability, except a set forth above.