

## **Limited Warranty – Effective January 1, 2019**

The following Justrite products are covered by a Limited Warranty against defects in materials and workmanship from the date of purchase for length of time as so advertised in current Justrite literature, Justrite website, and or so conveyed by Sales and/or Customer Service.



All Justrite products are covered by a Limited Warranty against defects in materials and workmanship for a period of one year, or as otherwise currently advertised, from date of purchase.



The following Justrite products are also covered by a Limited Warranty against weathering and ultraviolet (UV) degradation caused by exposure to natural sunlight for a period of five years from the date of purchase: Rigid-Lock QuickBerm® Plus, Rigid-Lock Quickberm®



The following Justrite products are covered by a Limited Warranty against defects in materials and workmanship for a period of ten years from date of purchase: Sure-Grip® EX Safety Cabinets, Metal Type I and Type II Safety Cans, Metal Plunger Cans, Bench Cans and Daub Cans.



The following Justrite products are covered by a fifteen-year Limited Warranty against structural defects and a one-year Limited Warranty against defects in workmanship and materials: Outdoor Safety Lockers. Locker accessories not manufactured by Justrite are warranted against defects according to the original manufacturer's warranty.

The Warranty is limited to the replacement of Products. Warranty does not apply to any products which have been subject to any misuse, including but not limited to products used with materials (primary liquids) that are not recommended by the manufacturer in instructions furnished with the product or in published product descriptions; products which have been altered in any way by the user or used in a manner inconsistent with their intended use; products which have been subjected to severe treatment (undue pressure against movable parts, exposure to severe weather, dropping, etc.) not reasonably associated with "ordinary" usage.

THESE ARE JUSTRITE'S ONLY WARRANTIES. JUSTRITE MAKES NO OTHER EXPRESS WARRANTIES AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGMENT AND FITNESS FOR A PARTICULAR PURPOSE. If Distributor notifies Justrite in writing during the warranty period that the products are not in conformity with the warranty, and if Justrite determines that the products are non-conforming, Justrite will, at Justrite's sole option, repair or replace the purchase price thereof, at its sole option, F.O.B. point of manufacture, provided Distributor returns such products to Justrite, freight prepaid. This shall be Distributor's exclusive remedy for Justrite's liability. Any claims not made during the warranty period are deemed waived by Distributor. Justrite's warranty does not attach to Products or parts not manufactured by Justrite will pass on to Distributor the warranty, if any, it receives from the manufacturer of such products or part, but only to the extent allowed by such manufacturer. Justrite's aggregate liability to Distributor or anyone claiming through or on behalf of Distributor, with respect to any claim or Loss arising out of or relating to any products or alleged to have resulted from any act or omission of Justrite, whether negligent or otherwise, and whether in tort, contract, or otherwise, shall be limited to an amount not to exceed the price received by Justrite for the portion of the products with respect to which such liability is claimed. Any contract created between the Justrite and Distributor is subject to the specific conditions that (a) Justrite is not obligated to provide insurance or indemnify Distributor, and (b) there are no flow-downs from any person or entity including the federal government that becomes part of the contract.

UNDER NO CIRCUMSTANCES SHALL JUSTRITE BE LIABLE TO DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, FOR INJURIES OR DAMAGE TO PROPERTY, LOSS OF PROFIT, REVENUES OR USE, DIMINUTION IN VALUE, COST OF SUBSTITUTE PRODUCTS, DOWNTIME COSTS, OR CLAIMS OF DISTRIBUTOR'S CUSTOMERS EVEN IF JUSTRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH CLAIM IS BASED AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Justrite has made a diligent effort to illustrate and describe the products in their price lists. However, such illustrations and descriptions are for the sole purpose of identification. Always check for product specifications prior to purchase. Justrite reserves the right to correct publishing errors.

CONTACT CUSTOMER SERVICE FOR ALL YOUR JUSTRITE NEEDS

Phone 1-800-798-9250 - Fax 1-800-488-5877 - custserv@justrite.com

jrmDIS19