



Locker Warranty

Locker Room System components purchased from Fitness Finishes 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 five (5) years, from the date of delivery, subject to the following:

Purchaser's Responsibilities:

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

Fitness Finishes' Responsibilities:

1. In case of defect, Fitness Finishes, LLC at its option, shall either correct the defect or replace the defective locker or part with a structurally sound locker or part at Fitness Finishes' expense. Fitness Finishes, 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.
2. Fitness Finishes, LLC hereby assigns to buyer any rights and remedies against suppliers of components contained in the basic system, optional items, or installed accessories.

Limitations

1. 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.
2. Fitness Finishes disclaims all other warranties, expressed or implied including any warranty of merchantability, in connection with Fitness Finishes' duties under this agreement.
3. Purchaser hereby waives all remedies for breach of warranty and strict liability, except a set forth above.

Warranty Effective Date

Job Name

Fitness Finishes Representative

Job Location