



## Scranton Products Limited Warranty

Scranton Products' Hiny Hider® Partitions, Resistall Partitions®, Tufftec Lockers®, Tufftec™ benches, Duralife Lockers™, Scranton Product® brand shower stalls, dressing compartments and vanities, including products sold under the company names (Santana®, Comtec®, Capitol®) (hereinafter "warranted products") are warranted by the manufacturer to a corporation or other commercial entity which purchases the partitions and lockers for use in the conduct of its business to be free from defects in material and workmanship that (i) occur as a direct result of the manufacturing process; (ii) occur under normal use and service; (iii) occur during the warranty period; and (iv) result in breakage or delamination. Limited warranty periods are as follows:

### Lockers/Benches

Tufftec Lockers ®	25 years
Tufftec™ Benches	25 years
Duralife Lockers™	15 years

### Bathroom Partitions

Hiny Hiders ® Bathroom Partitions	25 years
Resistall ® Bathroom Partitions	5 years

### Shower Stalls/Vanities/Dressing Compartments

Scranton Products ® Shower Stalls	25 years
Scranton Products ® Vanities	25 years
Scranton Products ® Dressing Compartments	25 years

This limited warranty is subject to the following conditions:

1. The warranted products have been installed in accordance with the manufacturer's written instructions and drawings (as contained in the instruction sheet supplied with the order).
2. The limited warranty is effective only with regard to the original installation of the warranted products and not to any subsequent installation that has altered the warranted product without the consent of the manufacturer.
3. The limited warranty shall not be applicable if the defect in the warranted product has resulted from any failure or defect in the building or substructure to which the warranted product is attached





(including but not limited to settling, shifting, distorting, or movement of the walls or foundation of the structure), extraordinary wear and tear, violent action of the elements (such as sunlight, lightening, hurricane, tornado, or hail), vandalism, misuse, neglect, or improper handling of the warranted product, during or after installation, or improper or insufficient ventilation of the building to which the warranted product is attached.

Subject to the above conditions, in the event that the warranted product or any portion thereof, is found to be defective in workmanship or materials within limited warranty period from the date of receipt by customer, the Manufacturer will repair or replace the defective material, or will refund the original purchase price of the defective material. The choice of remedy is in Manufacturer's sole discretion. The Manufacturer will not be liable for labor and/or removal costs connected with the claim. Replacement product will be provided as close to the original color and design as possible, although it is not guaranteed to match completely. In the event of repair or replacement, the original limited warranty shall apply to the repaired or replaced portion of the warranted products and will extend for the balance of the warranty period in effect at the time the material proved defective.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY SCRANTON PRODUCTS AND ARE IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF SCRANTON PRODUCTS AND THE PURCHASER/PROPERTY OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN NO EVENT SHALL SCRANTON PRODUCTS BE LIABLE TO THE PURCHASER/PROPERTY OWNER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE WARRANTED PRODUCTS OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. The laws of some states and provinces do not allow the exclusion, limitation or variation of certain conditions or warranties implied by legislation so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

Any claim under such warranties must be made during the applicable warranty period and shall be asserted by contacting: Scranton Products, (Santana/Comtec/Capitol) 801 E. Corey Street-Scranton, PA 18505-Phone# 800-445-5148-Fax# 800-551-6993.

