



ZONO
SANITECH

END USER LIMITED WARRANTY CERTIFICATE

Warranty Provider: *ZONO Sanitech, LLC*
 147 Technology Parkway Ste. 100, Peachtree Corners, GA 30092
 Phone (404) 394-2232; Email service@zonosanitech.com

End User: _____

Model: _____

Warranty Period: _____

Warranty Start Date: _____

YOU HAVE PURCHASED THIS MANUFACTURER’S END USER LIMITED WARRANTY (“WARRANTY”) IN CONNECTION WITH THE PURCHASE OF YOUR ZONO SANITIZER. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND PROVIDES THE SOLE WARRANTY AND SERVICE OBLIGATIONS APPLICABLE TO YOUR ZONO SANITIZER PURCHASE AND ACCESSORIES. TO THE FULLEST EXTENT PERMITTED BY LAW, WARRANTY PROVIDER, FOR ITSELF AND ITS MEMBERS, MANAGERS, AGENTS, ATTORNEYS, DISTRIBUTORS, AFFILIATES, AND ASSIGNS, SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INFORMED OF SUCH PURPOSE.

AS AN EXPRESS CONDITION OF THIS WARRANTY, END USER WAIVES ANY RIGHT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION TO ASSERT ANY CLAIMS AGAINST WARRANTY PROVIDER EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT END USER IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST WARRANTY PROVIDER, (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS’ FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

WARRANTY OF PERFORMANCE. The ZONO Sanitizer (“ZONO”) is a federally regulated pest-control product. During the Warranty Period, Warranty Provider warrants that, when used as directed in the Owner’s Manual, the ZONO will kill (A) 99.9% of Common Bacteria on non-porous, semi-porous and porous surfaces where “Common Bacteria” means Staphylococcus aureus, Methicillin-Resistant Staphylococcus aureus, Escherichia Coli, Streptococcus Pyogenes, Shigella dysenteriae, Salmonella Enteritidis, and Pseudomonas Aeruginosa, and (B) viruses, such as Norovirus, on non-porous surfaces, at a disinfectant level. The optional Heating Unit (sold separately) kills lice and bed bugs. Subject to the warranties set forth herein, End User is solely responsible for the use of and the results from the Equipment. The ZONO should only be operated as directed in the Operating Manual. The ZONO is designed to be used as part of a comprehensive infection prevention and control program. No claim is made with respect to the overall results or efficacy of a ZONO Sanitizer in connection with any specific infection prevention and control program, the success of which will depend on multiple factors beyond the control of the Warranty Provider.

WARRANTY SERVICE. All ZONO Sanitizers and accompanying equipment purchased with the ZONO Sanitizer (“Equipment”) shall be free of defects in material and workmanship for the Warranty Period. Warranty Provider shall diagnose covered issues, if any, reported by End User, and, in Warranty Provider’s sole discretion, repair or replace Equipment as it shall deem necessary at its sole expense, including parts, labor, and shipping. Warranty Provider may repair or replace Equipment at End User’s location or require that End User return items or components to a repair center designated by Warranty Provider at Warranty Provider’s cost. Following the Warranty Period, End User may obtain additional service on a fee-for-service basis.

END USER OBLIGATIONS. During Warranty Period, End User shall promptly report to Warranty Provider any apparent ZONO malfunction or any service alert indicated on the ZONO’s Display Screen. Warranty Provider will diagnose performance issues and determine the need for service, repair or replacement of covered items. If Warranty Provider ships a replacement part to End User or provides End User with a “loaner” part or ZONO to be used while End User’s covered part is repaired, End User shall pay Warranty Provider’s full retail price, plus shipping, upon invoice, for any such part or ZONO if End User fails or refuses to return the damaged or loaner part or machine, as applicable, upon Warranty Provider’s request and at its expense.

WARRANTY LIMITATIONS. This Warranty benefits only the End User designated above, during the applicable Warranty Period, and is expressly limited to defects in materials and workmanship. The Warranty Period shall terminate, and all remaining warranties and service obligations shall be void, without refund, if Warranty Provider determines, in its sole discretion, that (i) Equipment damage is the result of abuse, accident, modification, misuse, neglect, failure to perform standard recommended maintenance, vandalism, theft, fire, water, or casualty; (ii) repair has been attempted without Warranty Provider’s written permission (including opening machine for inspection) by any person other than Warranty Provider or its authorized technician’ or (iii) the Equipment is no longer the property of the End User set forth above. Scratches in sheet metal, glass or polycarbonate doors, or other cosmetic damages, including surface corrosion, from detergents, cleaners, lubricants or other chemicals are not covered. Warranty Provider is not responsible for End user’s loss of use or income under any circumstances during such time as Equipment is nonfunctioning, under repair, or awaiting replacement. End User’s sole remedy for any claim against Warranty Provider shall be the repair or replacement of applicable Equipment. Warranty Provider is not responsible for any damages, claims or losses, including, without limitation, consequential damages, exemplary damages, attorney’s fees or defense costs, arising out of, in connection with, or related to End User’s operation, maintenance and use of the Equipment, including, without limitation: (A) any sickness, injury or death resulting from use of the Equipment in a manner for which it was not designed or intended or in any manner contrary to the instruction manual or any direction or instruction by manufacturer, distributor, service technician, or Warranty Provider; (B) any sickness, injury or death resulting from End User’s failure properly to secure or maintain the Equipment; (C) any sickness, injury or death resulting from improper use of the Equipment or any use of the Equipment by any person not trained by End User in the use of the Equipment as required in the instruction manual; (C) any unauthorized modification of any Equipment; (D) any third party claim against End User or its employees or agents, or in connection with any Equipment under End user’s jurisdiction or control.