



## 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](mailto:service@zonosanitech.com)

End User/Distributor: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

Model: \_\_\_\_\_

Warranty Start Date: \_\_\_\_\_

YOU HAVE PURCHASED THIS MANUFACTURER'S LIMITED WARRANTY ("WARRANTY") IN CONNECTION WITH THE PURCHASE OR RENTAL OF YOUR ZONO OZONE DISINFECTING & SANITIZING CABINET ("ZONO") AND ACCESSORIES. THE ZONO IS A FEDERALLY REGULATED PEST-CONTROL PRODUCT THAT UTILIZES A COMBINATION OF PROCESS CONTROL, OZONE CONCENTRATION, HUMIDITY, AND TIME TO ACHIEVE CONSISTENT AND U.S. LABORATORY CONFIRMED DISINFECTION AND SANITIZATION LEVELS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND PROVIDES THE SOLE WARRANTY AND SERVICE OBLIGATIONS APPLICABLE TO YOUR PURCHASE OR RENTAL OF THE ZONO IN (A) THE UNITED STATES, OR (B) WORLDWIDE (EXCLUDING THE UNITED STATES). TO THE FULLEST EXTENT PERMITTED BY LAW, WARRANTY PROVIDER, FOR ITSELF AND ITS MEMBERS, MANAGERS, AGENTS, ATTORNEYS, DISTRIBUTORS, AFFILIATES, AND ASSIGNS (COLLECTIVELY, "ZONO PARTIES"), EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INFORMED OF SUCH PURPOSE. AS AN EXPRESS CONDITION OF THIS WARRANTY, END USER/DISTRIBUTOR WAIVES ANY RIGHT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION TO ASSERT ANY CLAIMS AGAINST ZONO PARTIES 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/DISTRIBUTOR IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST ZONO PARTIES, OR ANY OF THEM, (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 AGREES THAT IT WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

**WARRANTY OF PERFORMANCE.** During the Warranty Period, Warranty Provider warrants that, when used as directed in the User 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) 99.9% of Common Viruses on non-porous surfaces where "Common Viruses" means SARS-CoV-2 and Norovirus. The optional Heating Unit (sold separately) kills lice and bed bugs. Subject to the warranties set forth herein, End User/Distributor is solely responsible for the use of and the results from ZONO. **THE ZONO MUST ONLY BE OPERATED AS DIRECTED IN THE USER MANUAL. FAILURE TO FOLLOW INSTRUCTIONS IN THE USER MANUAL MAY COMPROMISE THE SAFETY OF THE END USER/DISTRIBUTOR AND OTHERS AND WILL VOID THIS WARRANTY.** 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 the ZONO 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.

**US WARRANTY SERVICE (for ZONOs located in the United States only):** The ZONO as purchased or rented 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 the ZONO as it shall deem necessary at its sole expense, including parts, labor, and shipping. Warranty Provider may repair or replace the ZONO 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.

**WORLDWIDE WARRANTY SERVICE (for ZONOs located OUTSIDE the United States only) :** The ZONO as purchased or rented shall be free of defects in material and workmanship for the Warranty Period. Warranty Provider shall assist Distributor or Distributor's designated technicians, via email, in English, regarding diagnosis of covered issues, if any, reported by End User to Distributor. Warranty Provider will provide and ship replacement parts under the terms of the applicable Distributor agreement. Following the Warranty Period, Distributor may obtain additional service on a fee-for-service basis at customary rates as provided in the Distributor agreement. For non-US sales, Warranty Provider's obligations hereunder are solely to Distributor. In such sales, Warranty Provider supports Distributor in its provision to its customers of the warranty services set forth herein. Warranty Provider provides no direct end-user support outside the United States other than to Distributor.

**END USER/DISTRIBUTOR OBLIGATIONS.** During Warranty Period, End User/Distributor shall promptly report to Warranty Provider (US machines only) or Distributor (Worldwide machines only) 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/Distributor or provides End User/Distributor with a "loaner" part or ZONO to be used while End User/Distributor's covered part is repaired, End User/Distributor shall pay Warranty Provider's full retail price, plus shipping, upon invoice, for any such part or ZONO if End User/Distributor fails or refuses to return the damaged or loaner part or ZONO, as applicable, upon Warranty Provider's request and at its expense.

**WARRANTY LIMITATIONS.** This Warranty is personal to and benefits only the End User/Distributor and is expressly limited to defects in materials and workmanship during the applicable Warranty Period. 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) any damage to ZONO 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 ZONO is no longer the property of the End User/Distributor 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/Distributor's loss of use or income under any circumstances during such time as the ZONO is nonfunctioning, under repair, or awaiting replacement. The sole remedy of End User/Distributor or Distributor (as applicable) for any covered claim against Warranty Provider shall be the repair or replacement of the ZONO in Warranty Provider's sole discretion. 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/Distributor's operation, maintenance and use of the ZONO, including, without limitation: (A) any sickness, injury or death resulting from use of the ZONO in a manner for which it was not designed or intended or in any manner contrary to the User Manual or any direction or instruction by manufacturer, distributor, service technician, or Warranty Provider; (B) any sickness, injury or death resulting from End User/Distributor's failure to report malfunctions or to properly secure or maintain the ZONO; (C) any sickness, injury or death resulting from improper use of the ZONO or any use of the ZONO by any person not trained by End User/Distributor in the use of the ZONO as required in the User Manual; (D) any modification of the ZONO performed without Warranty Provider's written authorization; (E) any third party claim against End User/Distributor or its employees or agents, or in connection with any ZONO under End User/Distributor's jurisdiction or control.