

Thank you for your purchase of an Armag Corporation product. We have invested decades in perfecting our pre-fabricated semi-permanent structures and the processes that fabricate them. Many of our products built as early as 1969 are still in service and, given proper care, your Magazine should provide years of useful life. We hope your purchase meets your expectations.

## To obtain a copy of the Owner's Manual for this product, please visit us online at <a href="https://www.armagcorp.com/ownersmanuals">www.armagcorp.com/ownersmanuals</a>

Should you have any questions or concerns, do not hesitate to contact us at (502)348-3987 or at <a href="mailto:info@armagcorp.com">info@armagcorp.com</a>.

## Warranty

## 12 Month Limited Structural Warranty

For a period of 12 months from the earlier of the date of shipment or the date Armag informs purchaser that the product is available for shipment (the "Warranty Period"), Armag Corporation ("Armag") warrants to the original purchaser that the steel structure, the lumber interior and the exterior coating of the Armag product will be free from defects due to faulty materials or workmanship. This warranty excludes all other items/parts built into or included with the Armag product including, but not limited to, parts subject to a manufacturer's warranty, including any original equipment manufacturer (OEM) warranty, moving parts, removable accessories, electronics, and HVAC. During the Warranty Period, Armag will cause to be repaired or, at its option, to be replaced (or at Armag's option, pay the original purchaser the reasonable cost of repairing or replacing), the steel structure, the lumber interior and the exterior coating of the Armag product, necessitated by a defect in material or workmanship, and Armag shall pay the full cost of labor and materials for any such repair or replacement.

Armag's total, aggregate liability is limited to the purchase price paid by the original purchaser for the product (excluding the cost of parts not included within the scope of the warranty). Steps taken by Armag to correct defects shall not act to extend the terms or duration of the warranty. Armag shall not be obligated to remedy any defects covered by this warranty unless Armag is notified in writing of the defect before the expiration of the applicable Warranty Period.

## **Limitations and Exclusions**

Armag's warranty obligations extend only to the original purchaser of the Armag product. Repair or replacement of defective structure in accordance with this warranty shall constitute fulfillment of all liabilities of Armag with respect to the Armag product. Armag is not responsible for damage due to negligence or failure to properly maintain the Armag product in accordance with the owner's manual or other specifications.

Armag neither expresses or implies any warranty at all with respect to parts or accessories manufactured by others which are incorporated into the Armag product. Those parts and accessories may carry warranties of their respective manufacturers. Armag will supply the original purchaser with any information it possesses concerning the warranties on parts and accessories and the identity and location of their respective manufacturers. However, Armag does not express or imply that any parts and accessories meet or will meet the expressed or implied warranties of their respective manufacturers or of any other person with respect to the parts and accessories.

Items not covered by Armag's warranty include (1) repairs arising from failure to maintain the Armag product, negligence, alteration, improper use of the Armag product, accident, vandalism or other casualty, or operation beyond rated capacity or specification; (2) repairs arising from abuse or neglect; (3) normal maintenance services, including bleeding rust issues associated with movable steel parts (door hinges, lift hooks, D-rings, etc.); (4) replacement of wear items; (5) claims involving an Armag product that was damaged in transit; (6) claims involving an Armag product not then-currently owned and used by the original purchaser; (7) a lost or stolen Armag product; (8) repairs arising from any unauthorized modifications to the Armag product or unauthorized third party repairs; (9) removal and replacement of non-Armag parts; economic loss including lost profits; (10) unauthorized modifications or "field fixes"; and (11) defects in, or caused by, materials, work, designs or plans supplied by anyone other than Armag or its employees, agents or subcontractors.

Armag does not authorize any person to create for it any other obligation or liability in connection with an Armag product.

This warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, except for its conflict of laws principles, and the parties submit to the exclusive jurisdiction of the federal and state courts located in Louisville, Kentucky. By using your Armag product, you are agreeing to be bound by the terms of this Exclusive Certificate of Warranty.

IT IS THE MUTUAL INTENT OF ARMAG AND THE ORIGINAL PURCHASER THAT THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY SET FORTH ABOVE ARE GIVEN BY ARMAG IN LIEU OF: (1) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REMEDIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WORKMANLIKE CONSTRUCTION, WHICH ARE HEREBY DISCLAIMED; AND (2) ALL OTHER CONTRACTUAL, EQUITABLE, OR TORT-BASED CAUSES OF ACTION OR REMEDIES WHATSOEVER RELATING TO ARMAG'S WORK, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE PURCHASER'S SOLE REMEDY WITH RESPECT TO THE ARMAG PRODUCT IS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY. IN NO EVENT SHALL ARMAG BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM A DEFECT IN THE ARMAG PRODUCT OR NONCONFORMITY IN ARMAG'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF THE ARMAG PRODUCT.