

Zamma Cap A Tread Limited Warranty

COVERAGE AND CONDITIONS: Subject to the conditions and limitations as stated hereinafter, Zamma Corporation warrants that Zamma Cap-A-Tread Profiles will be free from manufacturing defects for a period of twenty (20) years Residential and five (5) years for Light Commercial from the date of purchase and only when the Cap-A-Tread Profiles are used and installed in accordance with the terms and conditions of Zamma installation instructions. Proper installation of the Cap-A-Tread system includes use of BOTH Cap-A-Tread brand treads and risers for the warranty to be in effect. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building material for the owner's intended use. Visual defects or nonconformities apparent prior to installation are not covered by this warranty. Further, this warranty does not cover normal wear and tear or other damage (e.g., scratches, discoloration, fading, etc.) caused by impacts or accidents. It is recommended that the owner consult an experienced and professional installer.

RESOLUTION: If the Cap-A-Tread Profiles fail to meet this warranty, then the owner's exclusive remedy and the sole obligation of Zamma Corporation, is to reinstall or replace the failed portion of the Cap-A-Tread profile installation and any flooring that may have been compromised due to the failed profile.

DISCLAIMER: THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY THE STATURE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ZAMMA CORPORATION EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF ZAMMA CORPORATION, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA-CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES UNRELATED TO THE PRODUCTS OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LEIU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, SOME STATES AND PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TRANSFERABILITY: This Limited Warranty extends ONLY to the original end user (defined as original intended owner and user of the property/unit in which the installation is incorporated – (herein referred to as "Owner") and is not transferable or assignable, unless approved in writing by an Officer of Zamma Corporation are otherwise prohibited by specific state or provincial law.

MODIFICATION TO WARRANTY: No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by an Officer of Zamma Corporation.

EFFECTIVE DATE: This warranty shall supersede and replace any and all prior oral and written warranties, agreements, or other such representations made by or on behalf of Zamma Corporation relative to the Cap-A-Tread Profiles or the application of the Cap-A-Tread Profiles and shall apply to any installation occurring on or after January 1, 2013.

CLAIMS ON THIS LIMITED WARRANTY: To make a claim under this Limited Warranty, the Owner must provide Zamma Corporation with written notice within 30 days of any alleged defect in the Cap-A-Tread Profiles covered by this Limited Warranty, together with date and proof of purchase of the Cap-A-Tread Profiles, proof of the costs of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Zamma Corporation reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.



All Claims shall be sent to:

Zamma Corporation
Attn: Warranty Claims Department
14468 Litchfield Drive, Orange, VA 22960

Garantía limitada de Zamma Cap-A-Tread

COBERTURA Y CONDICIONES: Sujeto a las condiciones y limitaciones que se establecen a continuación, Zamma Corporation garantiza que Zamma Cap-A-Tread Profiles estará libre de defectos de fabricación durante un período de veinte (20) años para uso residencial y cinco (5) años para uso comercial ligero, a partir de la fecha de compra y solo cuando los perfiles Cap-A-Tread se utilizan e instalan de acuerdo con los términos y condiciones de las instrucciones de instalación de Zamma. La instalación adecuada del sistema Cap-A-Tread incluye el uso de AMBOS escalones y contrahuellas de la marca Cap-A-Tread para que la garantía entre en vigencia. Es responsabilidad del propietario / constructor / instalador garantizar la idoneidad de todos los materiales de construcción y el material de construcción asociado para el uso previsto por el propietario. Los defectos visuales que no cumplan con las aparentes antes de la instalación no están cubiertos por esta garantía. Además, esta garantía no cubre el desgaste normal u otros daños (por ejemplo, rayones, decoloración, decoloración, etc.) causados por impactos o accidentes. Se recomienda que el propietario consulte a un instalador profesional y experimentado.

RESOLUCIÓN: Si los perfiles Cap-A-Tread no cumplen con esta garantía, entonces el remedio exclusivo del propietario y la única obligación de Zamma Corporation es reinstalar o reemplazar la parte defectuosa de la instalación del perfil Cap-A-Tread y cualquier piso que puede haber sido comprometido debido al perfil fallido.

DISCLAIMER: THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY THE STATURE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ZAMMA CORPORATION EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF ZAMMA CORPORATION, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA-CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES UNRELATED TO THE PRODUCTS OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, SOME STATES AND PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TRANSFERIBILIDAD: Esta Garantía limitada se extiende ÚNICAMENTE al usuario final original (definido como el propietario original previsto y el usuario de la propiedad / unidad en la que se incorpora la instalación - (en este documento denominado "Propietario") y no es transferible ni asignable, a menos que se apruebe por escrito por un funcionario de Zamma Corporation están prohibidos por las leyes estatales o provinciales específicas.

MODIFICACIÓN DE LA GARANTÍA: No se permiten cambios o modificaciones de los términos o condiciones de esta garantía a menos que estén autorizados por un acuerdo escrito y firmado por un funcionario de Zamma Corporation.

FECHA DE VIGENCIA: Esta garantía reemplazará y reemplazará todas y cada una de las garantías, acuerdos u otras representaciones anteriores, orales y escritas, realizadas por o en nombre de Zamma Corporation en relación con los perfiles Cap-A-Tread o la aplicación de los perfiles Cap-A-Tread. y se aplicará a cualquier instalación que ocurra a partir del 1 de enero de 2013.

RECLAMOS SOBRE ESTA GARANTÍA LIMITADA: Para realizar un reclamo en virtud de esta Garantía limitada, el propietario debe proporcionar a Zamma Corporation un aviso por escrito dentro de los 30 días de cualquier supuesto defecto en los perfiles Cap-A-Tread cubiertos por esta garantía limitada, junto con la fecha y la prueba de compra de los Perfiles Cap-A-Tread, prueba de los costos de la instalación original y nombre y dirección de todos los instaladores, en su defecto esta Garantía Limitada no tendrá efecto legal. Zamma Corporation se reserva el derecho, a su elección y como condición de esta Garantía limitada, de inspeccionar la supuesta condición defectuosa o fallada.



Todas las reclamaciones se enviarán a:

Zamma Corporation
Attn: Warranty Claims Department
14468 Litchfield Drive, Orange, VA 22960