



A guide for: Kat Play-Around TM



 $\textcolor{red}{\textbf{AWARNING}} \ \ \text{This product is for animal use only. We do not condone this product for other uses.}$

AWARNING To reduce the risk of injury, the user must read and understand this guide before installation of this product.

{Save This Guide For Future Reference}

PN: 006.5100.15 Updated: 10.16.15



Introduction

Thank you for purchasing Shor-Line products. As a leader in animal care equipment, our commitment to you is exactly the same as it was in 1927.

We hope this guide answers any questions you might have in regards to use, care or installation. If you can't find the answers to your questions, have further questions or would like to purchase additional products, please contact us at 800.444.1579 or 913.281.1500. If in Europe, phone +44 1446 77 20 41.

Consider keeping this guide in a safe and convenient place for future assistance.

For your safety, please follow the instructions on these labels:

ACAUTION AWARNING

AWARNING This product is for animal use only. We do not condone this product for other uses.

AWARNING To reduce the risk of injury, the user must read and understand this guide before installation of this product.

{Shor-Line}

Schroer Manufacturing Company 511 Osage Ave. Kansas City, Kansas 66105, USA phone 800.444.1579 fax 913.281.5339 email guides@shor-line.com {Shor-Line Limited}

Vale Business Park
Llandow,
Vale of Glamorgan CF71 7PF
United Kingdom
phone +44 1446 77 20 41 fax +44 1446 77 36 68
email quality@shor-line.co.uk
www.shor-line.co.uk

California Proposition 65 Warning

WARNING

This product can expose you to chemicals including chromium, which are known to the state of California to cause cancer. For more information go to: www.P65Warnings.ca.gov

ACAUTION

Kennels are heavy and precautions must be taken to protect yourself and others from personal injury. Get help when lifting heavy objects.

ACAUTION

Edges of stainless steel kennels and individual parts may be sharp. We recommend that you always wear gloves during unloading, inspection and assembly.

AWARNING

Shor-Line Kennel products are designed for animal use only. Never allow a person in or on your kennel assembly.



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Section 1: Unpacking & Inspecting Shipment

{Unpacking & Inspecting Steps}





Step 1

The Kat Play-Around requires assembly. As in the example above, the component parts are shipped on skids with protective wrap. Upon receipt the parts for your Kat Play-Around should be carefully examined for possible damage in shipment. If damage is found, notify Shor-Line immediately at 800-444-1579.

Step 2

Review Section 11: Shor-Line warranty information. For more information, visit: **shor-line.com/warranty**. Then click the Damages/Returns/Repairs link on the left.

Step 3

Remove and separate all contents from the shipping containers. Locate the Packing Slip that describes the parts and quantities shipped. Use the Packing Slip to ensure nothing has been lost.

Step 4

Check content for concealed damage.

If Concealed Damage:

Call Shor-Line immediately at 800-444-1579 so we may expedite replacements or repairs.

IMPORTANT: After fifteen (15) calendar days of receipt of merchandise, this policy becomes void.



Section 2: Pre-Installation



{Pre-Installation Organization and Review}

Before you begin the installation/assembly of your Kat Play-Around you should review this section in its entirety. The following charts will outline all the component parts, the hardware and the tools needed to assemble your new kennel. Your new Kat Play-Around has been precision made based on your design decisions such as material, color, etc. Because of the difference in design, the component parts list and hardware list may differ from what is listed in this guide. However, the number of components and the assembly process will not differ, EXAMPLE: the component parts list indicates 2 side panel assy, GLS/PVC. During the design process you chose 2 full PVC panels which resulted in two separate line items on your packing slip. However, this does not change the number of units or the assembly process. Once assembled, your kennel will look custom built and specially made for your facility.



{Component Parts List}

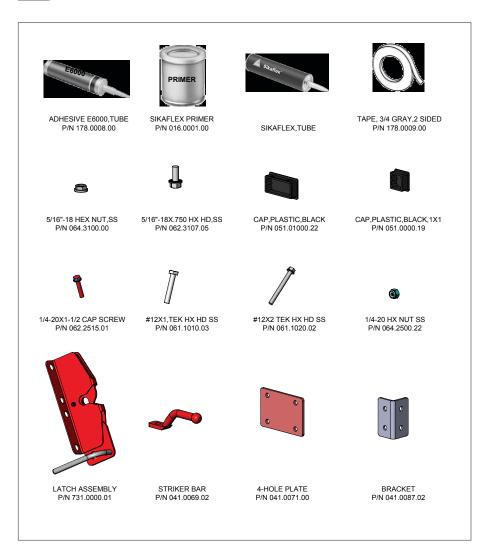
PART	QTY	PICTURE
KING POST P/N 931.7800.01	1	\
SIDE PANEL P/N 961.4778.05	2	
DOOR ASSY P/N 961.2374.10	1	
BACK PANEL P/N 961.4678.03	1	
GATE PANEL P/N 931.4878.09	1	
SHELF ASSY,UPPER P/N 961.4612.01	1	
SHELF ASSY,LOWER P/N 961.2412.01	2	E
PVC TILES FOR SHELF ASSEMBLIES	3	0
TOP MESH COVER P/N 941.4645.36	1	

PART	QTY	PICTURE
PVC SHEET P/N 238.0000.03	1	
FLOOR WELD P/N 941.4948.77	1	
5" CASTER W/BRAKE P/N 086.5011.11	4	2

NOTE: If missing any parts or hardware please call Shor-Line immediately at 800-444-1579 so we may expedite replacements.







Tools Required (not included)

The following list of tools are recommended to install/assemble your Kat Play-Around.

- 1/2" Socket
- 7/16" Socket
- 1/2" Combination Wrench
- 5/16" Hex Head Driver
- Screw Gun
- Caulking Gun
- C-Clamp Vise Grip
- Tape Measure
- · Carpenter's Level

NOTE: If missing any parts or hardware please call Shor-Line immediately at 800-444-1579 so we may expedite replacements.



{Benefits and Features}



Need a bigger place for cats to play? The Kat Play-Around™ lets cats climb, jump and play with the benefits of being safely enclosed. The kennel has proven durability, standing up to anything a cat can bring. The color and tempered glass options lets you showcase the frolicking felines, making the unit as good for your facility as it is for the cats. Casters allow for easy mobility.

Kat Play-Around

Sturdy Stainless Steel or galvanized steel frame with 1" square welded tubing.

16-gauge single pin latch (can be locked).

Two lower resting lounges and one large upper lookout perch.

Specs: 49"W x 861/2"H x 48"D.



Section 3: Kat Play-Around Assembly



{Floor Assembly}

Once you have reviewed sections 1 and 2 and have located and identified all hardware, you are ready to assemble your Kat Play-Around.

ACAUTION

Edges of steel and stainless steel kennels and individual parts may be sharp. We recommend that you always wear protective gloves during unloading, inspection and assembly.

Installing Casters

Step 1

Stand the floor weld in an upright position to install the casters. See Fig. 1.

Step 2

Align the (4) holes on the caster mounting plate with the 4 holes on the weld mounting plate located in each corner of the floor weld.

Step 3

Place one of the 5/16-18 x .750 HX HD Screws through each of the 4 holes on the caster mounting plate into the holes on the floor weld mounting plate and secure using the 5/16-18 Hex Nuts.

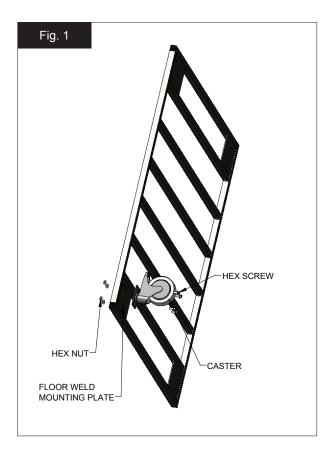
Step 4

Tighten each hex nut using a ½" Rachet/Socket Wrench.

Step 5

Repeat steps 1-4 until all 4 casters have been installed.

IMPORTANT: Hardware must be installed in all holes and hex nuts tightened using $\frac{1}{2}$ " Rachet/Socket Wrench before proceeding.

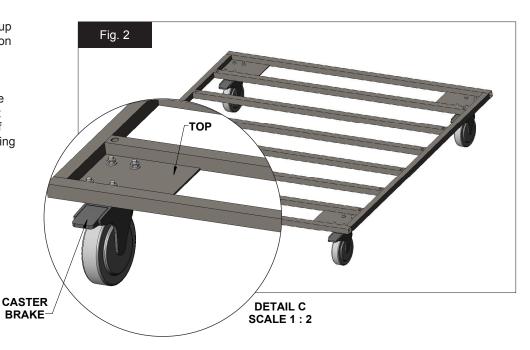




Step 6

Turn floor right side up with casters resting on the floor. See Fig. 2.

NOTE: To limit movement and make assembly easier, set the brake on each of the casters by pressing downwards.



Attaching 4-Hole Plates

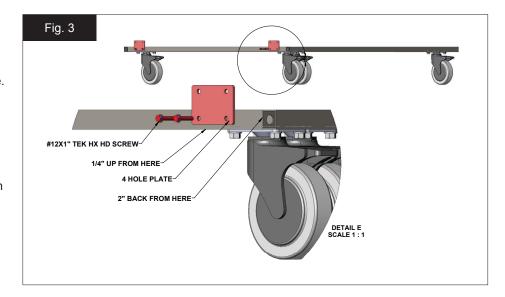
Step 1

Locate two of the 4-hole plates and four #12x1" TEK HX HD screws included in your hardware. See. Fig. 3.

Step 2

Using a tape measure, measure back 2" from the edge of the Floor Assembly and ¼" up from the bottom of the Floor Assembly in the front and back of one side.

NOTE: The Floor Assembly is 48 x 48" so pick one of four sides to install 4-hole plates.



Step 3

Using the measurements from steps 2 and the four #12x1" TEK HX HD screws install a 4-hole plate on the front and one in the back of one side of the Floor Assembly.

NOTE: Going forward this will be the left side.



Attaching Floor Panel

Step 1

Lay the PVC Floor panel on the floor weld to make sure it fits properly and then remove.

Step 2

Place the 2-sided tape on the outer edges of the floor weld. See. Fig. 4.

Step 3

Using a caulking gun, apply a generous bead of adhesive E6000 to all of the floor weld cross members.

Step 4

Remove outer layer of the 2-sided tape applied in Step 2.

Step 5

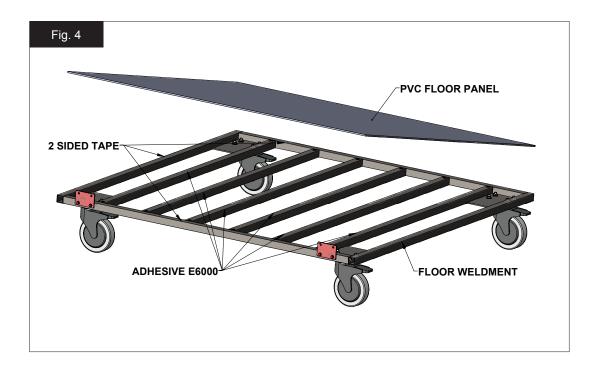
Place the precut Acrylic PVC floor panel, textured side up on the prepared floor weld.

Step 6

Apply even pressure to the floor panel to ensure even adhesion.

Step 7

Remove excess adhesive from around the exterior edges with a rag or putty knife.







The Kat Play-Around Kennel is designed to assemble from left to right. The first Side Panel, King Post and Gate Panel are easier to assemble on the floor and then lifted into place.

ACAUTION

Kennels are heavy and precautions must be taken to protect yourself and others from personal injury. Get help when lifting heavy parts.

ACAUTION

Edges of steel and stainless steel kennels and individual parts may be sharp.

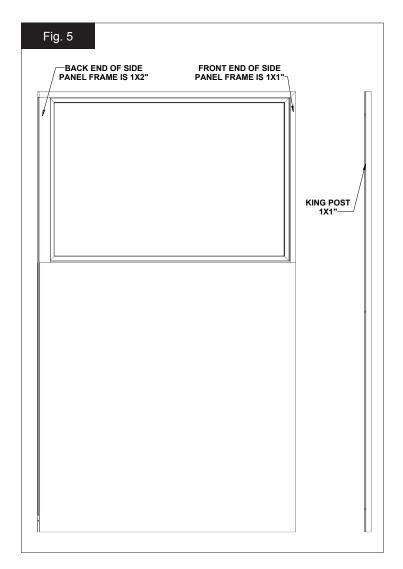
We recommend that you always wear protective gloves during unloading, inspection and assembly.

King Post and Side Panel Assembly

Step 1

Attach the King Post to the Side Panel using the #12x2" TEK HX HD Screws inserted through the pre-drilled holes. The King Post should be mounted to the front end of the Side Panel. See Fig. 5.

NOTE: The front end of the Side Panel has a frame that measures 1x1" whereas the back end has a frame measuring 1x2".

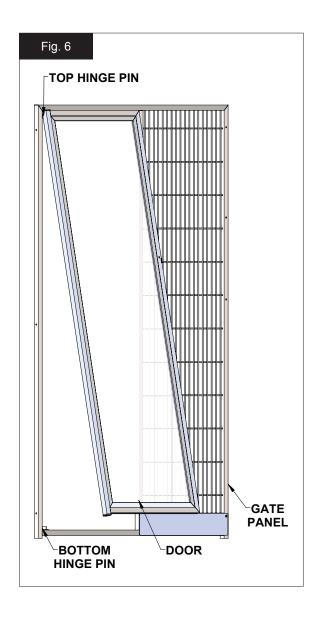




Removing Door from Gate Assembly

Step 1

To prevent damage to the glass during assembly, remove the Door from the Gate Panel by slightly opening and lifting up on the door. Once the door clears the hinge pin at the bottom, pull the bottom of the door toward you. Pull the top of the door down until the top of the door clears the top hinge pin. Set the door to the side as it will be installed later. See Fig. 6.





Attaching the Gate Panel

Step 1

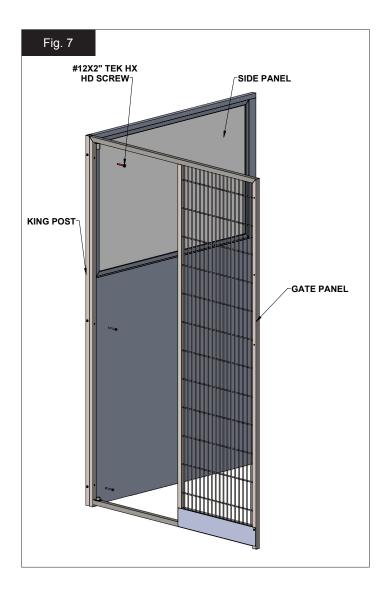
Align the Gate Panel with the side of the King Post attached to the Side Panel. See Fig. 7.

NOTE: This can be done by lying the Side Panel on a flat, soft surface or standing up.

Step 2

Insert the #12x2" TEK HX HD screws through the pre-drilled holes to attach the Gate Panel to the King Post.

NOTE: Make sure Gate Panel and King Post are flush against each other.





Attaching the Left Side Panel with Gate Assembly to the Floor

Step 1

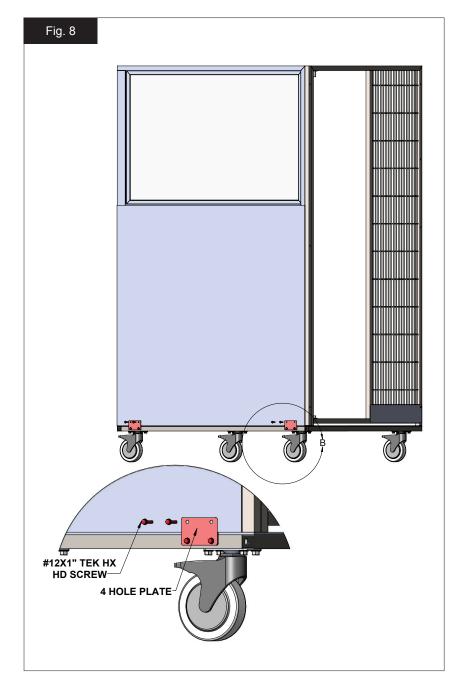
Set the Side Panel with King Post and Gate Assembly attached on the Floor Assembly. See Fig. 8.

NOTE: The Side Panel should be on the side with the 4-hole plates.

Step 2

Using the #12x1" TEK HX HD screws, attach the 4-hole plates on the Floor Assembly to the Side Panel.

NOTE: Screws should now be installed in all four holes on the 4-hole plate.





Attach Second Side Panel to Gate

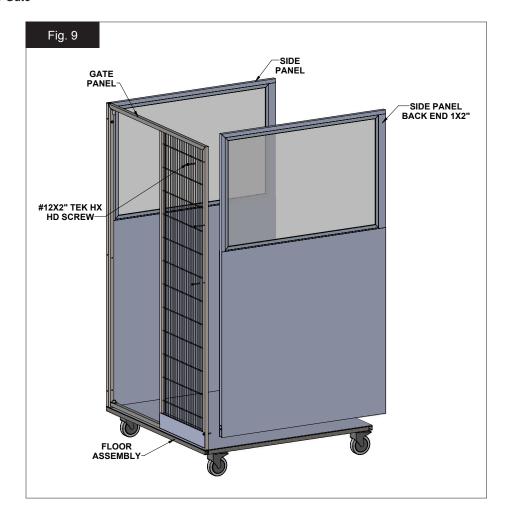
Step 1

Set the second Side Panel up on the right side of the Floor Assembly. Make sure that the front end of the Side Panel is flush with the gate. See Fig. 9.

NOTE: The frame on the front end of the side panel is 1x1"; the frame on the back end of the side panel is 1x2".

Step 2

Mount the second Side Panel to the Gate Panel using #12x2" TEK HX HD screws through the predrilled holes.



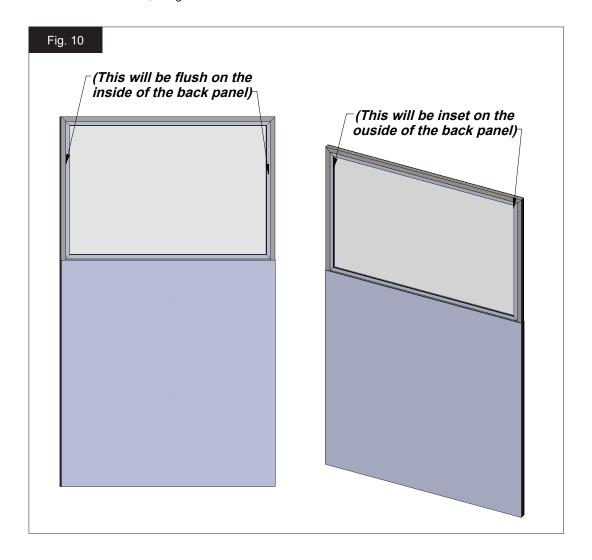


Attaching the Back Panel

Step 1

Locate the Mounting Brackets that were included in your hardware package. The bracket should have four pre-drilled holes and will be mounted on the inside of the Back Panel. See Fig. 10.

NOTE: To determine which side of the Back Panel is the inside, find the side where the glass is flush to the PVC panel. On the outside of the Back Panel, the glass will be inset.





Step 2

Lay the Back Panel on a flat surface with the inside of the panel facing up. See Fig. 11 below.

Step 3

For the top brackets, use a measuring tape to measure down two inches from the top of the Back Panel. Insert a #12x1" TEK HX HD screw in both holes to secure.

Step 4

For the bottom brackets, use a measuring tape to measure up two inches from the bottom of the Back Panel. Insert a #12x1" TEK HX HD screw in both holes to secure.

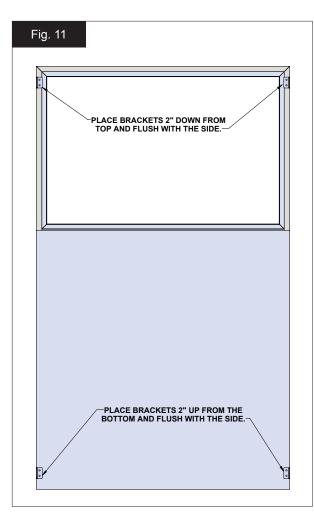
NOTE: The side of the bracket should be flush with the edge of the Back Panel.

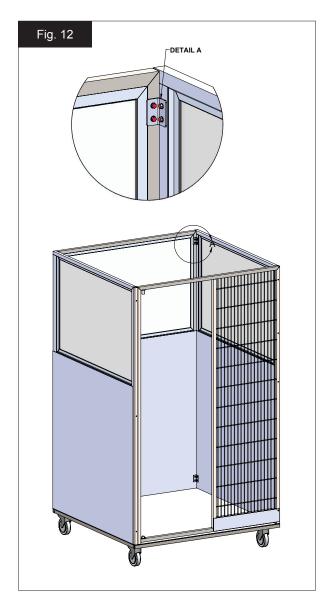
Step 5

Place the Back Panel on the back of the Kennel Assembly with the PVC panel and brackets facing the inside of the kennel. See Fig. 12 below.

Step 6

Using the #12x1" TEK HX HD screws, attach the Back Panel to the Side Panels. Make sure the panels are flush and screws are placed in all 4 pre-drilled holes on the brackets.







Installing Right Side Panel 4-Hole Plates

Step 1

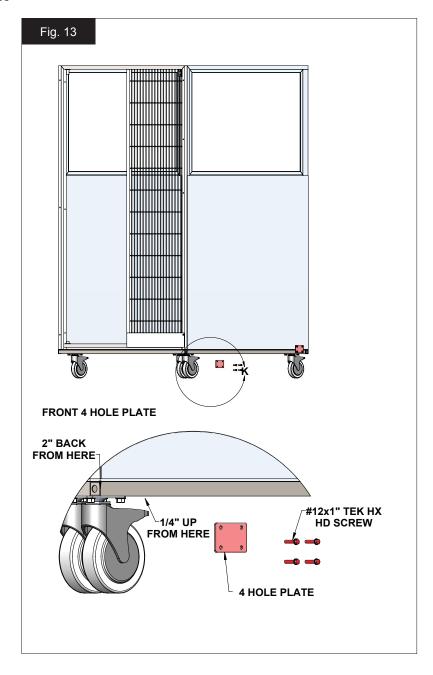
Two 4-hole plates will be installed on the Right Side Panel to secure the kennel to the floor.

Step 2

To install the front 4 hole plate, use a tape measure to measure back 2 inches from the edge of the front of the Floor Assembly and ¼ inch up from the edge of the bottom of the Floor Assembly. See Fig. 13.

Step 3

Place a #12x1" TEK HX HD screw in each of the 4 pre-drilled holes on the 4 hole plate to secure.





Step 4

To install the back 4 hole plate, use a tape measure to measure back 2" from the edge of the back of the Floor Assembly and $\frac{1}{4}$ " up from the edge of the bottom of the Floor Assembly. See Fig. 14 below.

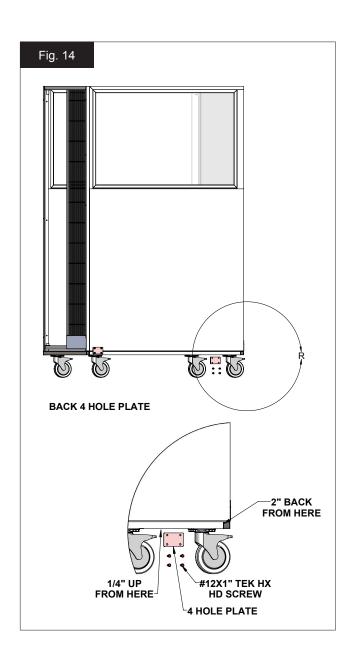
Step 5

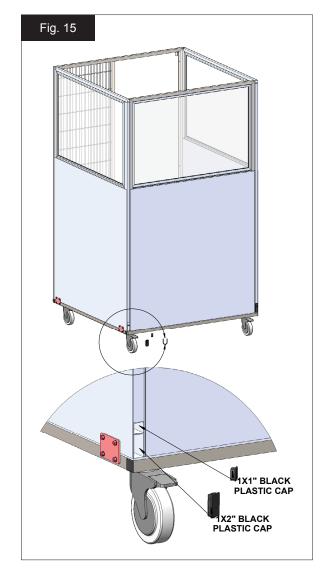
Place a #12x1" TEK HX HD screw in each of the 4 pre-drilled holes on the 4 hole plate to secure.

Step 7

Using the Black Plastic Caps included in your hardware package, plug the open ends of the tubing in the Kennel Assembly. See Fig. 15 below.

NOTE: You should have 2-2x1" for the back and 6-1x1" for the back and each corner of the kennel.









{Shelf Weldment Assembly}

The Kat Play-Around is also designed with three Shelf Assemblies. One long shelf (referred to as the Upper Shelf), which is installed across the length of the back panel and two smaller shelves (referred to as the Lower Shelves), one installed on each of the Side Panels. Before we begin the assembly, locate the 3 Shelf Weld Assemblies and the 3 PVC Shelf Panels. In addition you will also need the tape, the E6000 adhesive and the #12x2" TEK HX HD screws from the hardware package.

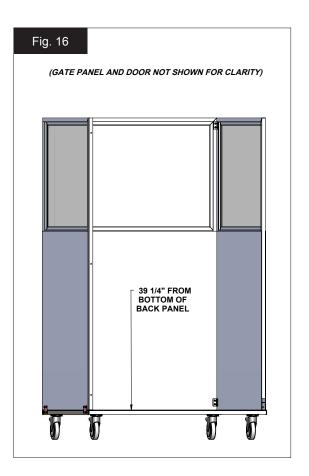
Installing the Upper Shelf Weldment

Step 1

A support tube is installed within the layers of the Back Panel to support the Upper Shelf Assembly. Using a tape measure, measure 39 ¼" up from the bottom of the Back Panel on each side and make a mark. See Fig. 16.

Step 2

Using a carpenter's level, make sure the marks are level before securing the shelf.

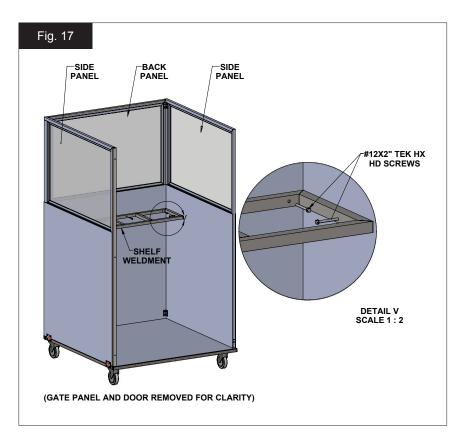


Step 3

Insert a #12x2" TEK HX HD screw in each of the 4 predrilled holes of the Upper Shelf Weldment and into the Back Panel to secure. See Fig. 17.

Step 4

Using a carpenter's level, raise shelf up until level and place a screw in each one of the predrilled holes on each side of the Shelf weldment and into the Side Panel.





Step 1

A support tube is installed within the layers of the side panels to support the lower shelf assemblies. Using a tape measure, measure 18 %" up from the bottom of the Side Panel. See Fig. 18.

Step 2

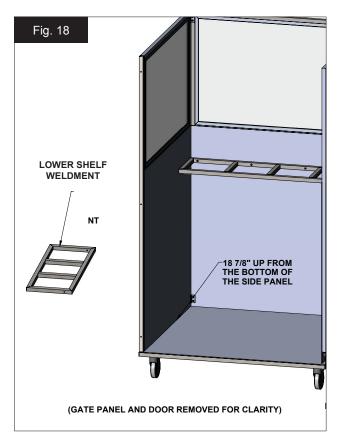
Insert a #12x2" TEK HX HD screw in the back of the Lower Shelf Weldment and into the Side Panel to secure. See Fig. 19 below.

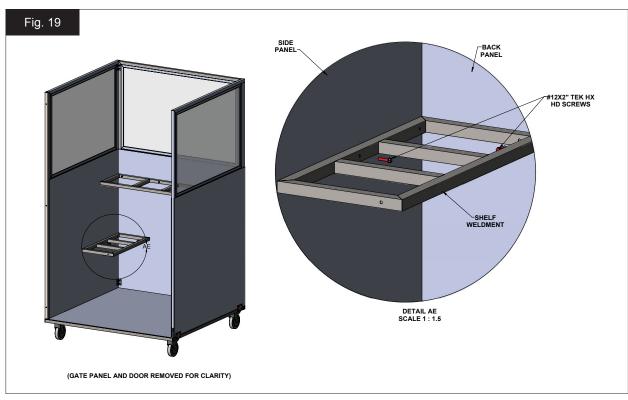
Step 3

Using a carpenter's level, make sure the shelf is level before installing the other two screws in the back of the Shelf Weldment.

Step 4

Again, using the carpenter's level, raise shelf up until level and place a #12x2" TEK HX HD screw in the pre-drilled hole in the corner of the shelf weldment and into the Back Panel to secure.







Installing the Lower Shelf Weldment on Right Side Panel

Step 1

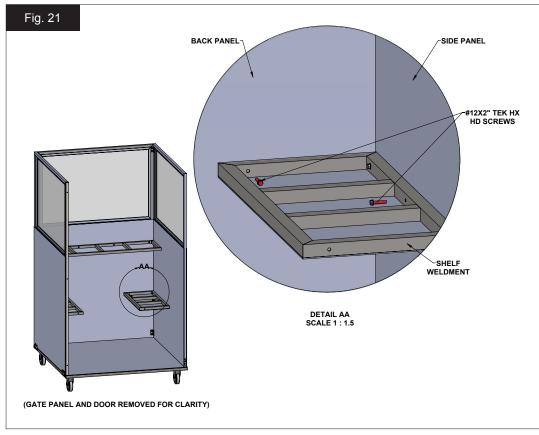
A support tube is installed within the layers of the side panels to support the lower shelf assemblies. Using a tape measure, measure 18 ½" up from the bottom of the Side Panel. See Fig. 20.

Step 2
Insert a #12x2" TEK HX HD screw in the back of the Lower Shelf Weldment and into the Side Panel to secure.
See Fig. 21 below.

Step 3

Using a carpenter's level, make sure the shelf is level before installing the other two screws in the back of the Shelf Weldment.









{PVC Shelf Panel Assembly}

Installing the Upper Shelf Panel

Step 1

Lay the PVC shelf panel on the Upper Shelf Weldment to make sure it fits and then remove. See Fig. 22.

Step 2

Place 2-sided tape on the outer edges of the Upper Shelf Weldment.

Step 3

Using a caulking gun, apply a generous bead of adhesive E6000 to all of the Shelf Weldment cross members.

Step 4

Remove the outer layer of the 2-sided tape placed in Step 2.

Step 5

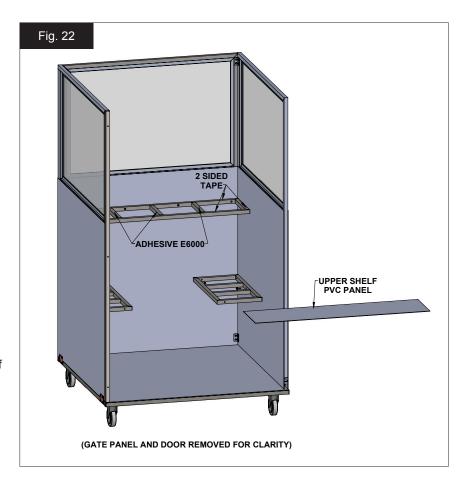
Place the precut acrylic PVC shelf panel, textured side facing up, on the prepared Shelf Weldment.

Step 6

Apply pressure to the shelf panel to ensure even adhesion.

Step 7

Remove excess adhesive from around the bottom edges with a rag or putty knife.





Installing the Lower Shelf Panel

Step 1

Lay the PVC shelf panel on one Lower Shelf Weldment to make sure it fits and then remove. See Fig. 23.

Step 2

Place 2-sided tape on the outer edges of the Lower Shelf Weldment.

Step 3

Using a caulking gun, apply a generous bead of adhesive E6000 to the two shelf weldment cross members.

Step 4

Remove the outer layer of the 2-sided tape placed in Step 2.

Step 5

Place the precut acrylic PVC shelf panel, textured side facing up, on the prepared Shelf Weldment.

Step 6

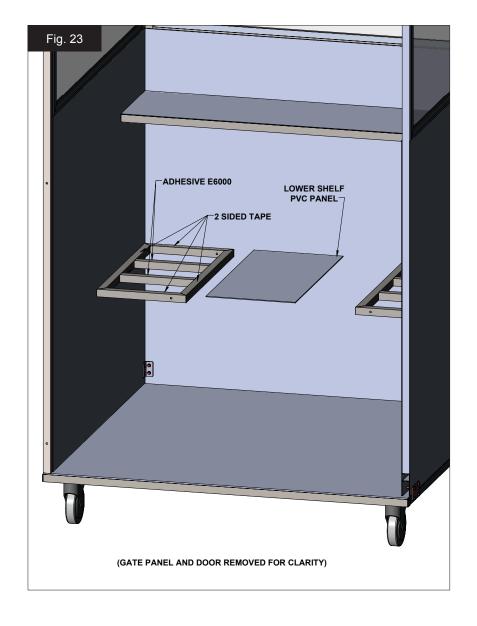
Apply pressure to the shelf panel to ensure even adhesion.

Step 7

Remove excess adhesive from around the bottom edges with a rag or putty knife.

Step 8

Repeat steps 1-6 to install the PVC shelf panel to the second Lower Shelf Weldment.







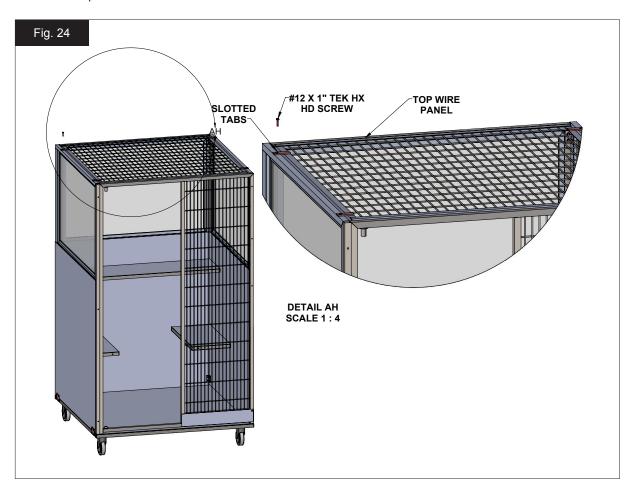
{Top Wire Panel Installation}

Step 1

Locate the top Wire Panel with slotted tabs. Position the Top Wire Panel on the top of the kennel assembly. The tabs should rest on the top of the side panels and be equally spaced within the opening. See Fig. 24 below.

Step 2

Attach the Top Wire Panel to the Side Panels using a #12x1" HX HD screw placed in each of the four slotted holes, with two on top of each Side Panel.







{Sealing Your Kat Play-Around}

Read this entire section before you begin. The goal is to start in the back of the kennel and work your way out. Having to walk into a freshly sealed kennel may compromise the sealant and may cause leaking.

Step 1

Using the Sikaflex Primer included with your shipment, clean all the corners, cracks, edges and all other areas that need to be sealed.

NOTE: This should remove any dust or oil that would inhibit proper adhesion.

Step 2

Cut off the end of the Sikaflex Sealant at a 60° angle. The hole should be about the diameter of a ballpoint pen.

Step 3

Use a longer pin, nail or wire coat hanger to poke a hole in the sealant tube to start the flow.

SEALING TIP: Running a strip of masking tape approximately ¼" from both sides of the seam being sealed will help to create a professional look.

Step 4

Begin sealing at the back of the kennel applying a solid, steady stream. Working top to bottom, seal the corners where the Side Panels meet the Back Panel.

Step 5

Smooth the sealant with the tip of your gloved finger to ensure there are no gaps or pin holes in the sealant.

NOTE: It may help to dip your gloved finger into a bowl of dish detergent to prevent sticking.

SEAL FROM TOP TO BOTTOM SEAL FROM SIDE TO SIDE ACROSS THE BACK FROM SIDE TO SIDE ACROSS THE BACK TO SIDE ACROSS THE BA

Step 6

After applying and smoothing the sealant with your finger, peel off the masking tape using caution not to smear the fresh sealant.

Step 7

Working back to front, seal the Side Panels to the floor. Smooth the sealant with the tip of a gloved finger.

NOTE: Once the entire kennel has been sealed, Shor-Line strongly recommends waiting at least 72 hours for the sealant to cure completely before applying any water or using the kennel.





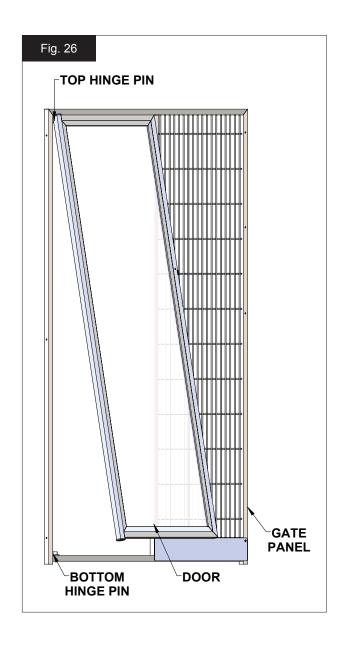
{Replacing Door}

Step 1

Retrieve the door that was removed in Section 3: Kennel Assembly, page 12.

Step 2

Place the Door on the top hinge pin and push upward to allow clearance for the bottom hinge pin. Push the bottom of the Door away from yourself and place over the bottom hinge. See Fig. 26.







{Striker Bar and Latch Installation}

The final step of the Kat Play-Around Assembly is to replace the Door on the Gate Assembly and install hardware on the door. See Fig. 27.

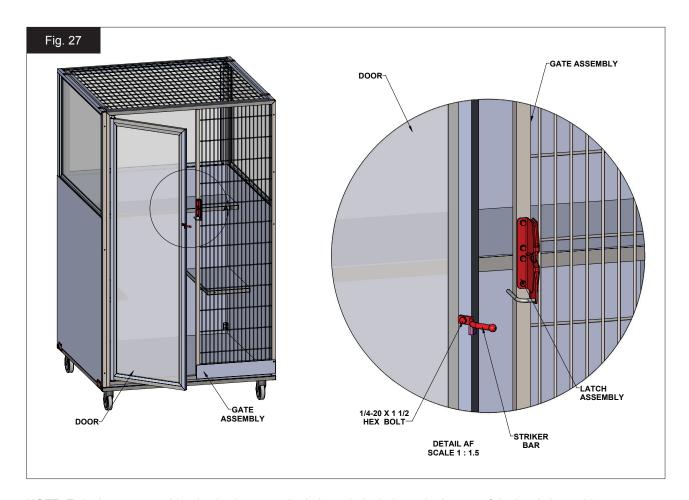
Step 1

Install the Striker Bar to the pre-drilled door using a $\frac{1}{4}$ -20 x $\frac{1}{2}$ " hex bolt and a $\frac{1}{4}$ -20 nylox nut. Position the Striker Bar horizontally.

Step 2

Hold the Latch Assembly in place against the gate and close the door. Center the Striker Bar within the latch pocket and make sure the latch hooks straight.

Step 3
Using (4) #12x1" TEK HX HD screws, attach the Latch Assembly to the Gate Panel.



NOTE: To lock your assembly, simply place a padlock through the hole on the bottom of the Latch Assembly.



Section 4: Services, Terms & Conditions, & Warranty

{Terms & Conditions}

ORDER & ACCEPTANCE By submitting an order for the products described herein, Buyer shall have agreed to purchase the products subject to all Seller's terms including these TERMS and CONDITIONS. Buyer's order is subject to and effective only upon acceptance and approval at Seller's offices in Kansas City, Kansas as evidenced by Seller's issuance of an Order Acknowledgement or Invoice. Processing of an order shall not commence until receipt of any applicable deposit and all required paperwork and customer sign-offs. The resulting contract shall be deemed made in Kansas and shall in all respects be governed and interpreted according to the laws of the State of Kansas. Buyer also consents to the jurisdiction of Kansas courts over any dispute involving this order.

.....

ENTIRE AGREEMENT This order as accepted and approved by Seller constitutes the entire final agreement between the parties. Except as otherwise provided in writing by Seller, the terms set forth herein constitute the sole TERMS AND CONDITIONS for Buyer's order. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's assent to these TERMS AND CONDITIONS which may not be supplemented, modified, superseded or otherwise altered except as authorized in writing by Seller. Any different, conflicting or additional terms in Buyer's purchase order or any other document of Buyer are rejected and Seller's TERMS AND CONDITIONS shall prevail.

TERMS OF PAYMENT Unless otherwise expressly specified by Seller in writing, payment shall be due 30 days from the date of invoice, payable in U.S. Funds. Seller reserves the right to negotiate terms or orders of any unique or special nature and may require full or partial payment in advance in its sole discretion. Acceptance of all orders and the payment terms for such orders are subject to approval by Seller's Credit Department. Seller may decline to make any shipment or perform any work except upon terms satisfactory to said Department. A charge of 1½% per month (or the highest monthly interest rate that may be imposed under applicable law) will be imposed on overdue accounts. Buyer will be liable for all expenses (including reasonable attorneys' fees) incurred in collecting any overdue accounts.

<u>PRICES & QUOTES</u> Prices on products specified herein are F.O.B. Seller's factory unless otherwise specified in writing and are exclusive of any city, state, local or federal tax. Prices are subject to adjustment without notice and Seller reserves the right to correct errors in prices or specifications. Any quotation (whether written or oral) is not an offer to contract or acceptance of an order. Similarly, neither a price list nor a catalog constitutes an offer to sell or contract, but are provided solely for customers' convenience.

<u>TAXES</u> Any sales, use, property, or other taxes or duties which Seller may be required to pay or collect (under any existing or future law) in connection with the sale, purchase, delivery, storage, processing, consumption or use of the products purchased herewith shall be for the account of Buyer and Buyer shall promptly reimburse Seller therefore.

<u>DELIVERIES</u> Delivery dates are estimates only and time shall not be of the essence unless specifically provided by Seller in writing. Seller will not have any liability for loss or damage resulting from a delay in a scheduled delivery or for non-delivery resulting from labor trouble, part or material shortages, accident, fire, war, strike, natural disaster, carrier delays or any contingency whatsoever (whether of the same class of those enumerated or otherwise) beyond its reasonable control. Buyer assumes all freight, handling and installation costs and the risk of loss or delay in transit. Seller will assist Buyer with transit arrangements, but Seller shall be free of any liability in connection therewith. Title to all materials and products sold by Seller shall pass to Buyer upon delivery to the carrier and Seller's responsibility ceases at that time. Risk of loss, injury, or destruction of the products shall be borne by the Buyer and any such loss, injury or destruction shall not release Buyer from payment of the purchase price.

INSPECTION Buyer must inspect all materials for shortages, damages, conformity with order and defects before signing any documentation requested by the carrier. Buyer must immediately complete such inspection and shall not accept delivery of goods that are damaged or not in accordance with the bill of lading or packing slip without proper notification to the carrier and Seller. If goods are damaged, defective, shorted or appear not to conform to the order, Buyer shall discontinue their use and immediately notify the carrier and Seller of such condition and afford a reasonable opportunity to inspect the same. Buyer shall make, or provide Seller in writing with all information necessary to make, a claim against such carrier for any shortage, damage, or discrepancy of the shipment within fifteen (15) days after receipt of the goods. Claims or written information thereon not so presented within fifteen (15) days after receipt of the goods will not be allowed. No products will be taken back and credited or replaced unless arrangements for their return have been made in compliance with Seller's Return Policy stated below. SEE SELLER'S CATALOG FOR INFORMATION ON HOW TO FILE A FREIGHT CLAIM.



PRODUCT SATISFACTION In the event Buyer is not fully satisfied with the quality or workmanship of a product purchased hereunder, Seller in its sole discretion may arrange either to credit Seller's account (excluding shipping and handling costs) or replace the product. However, Buyer must notify Seller in writing of its dissatisfaction within fifteen (15) days of receipt of the product from Seller and immediately discontinue its use. Buyer also must return the rejected product to Seller freight paid within thirty (30) days of its receipt in compliance with Seller's Return Policy stated below. Seller's obligation is limited to providing the applicable credit or product replacement, which will be processed only after receipt of the retuned product. In addition, this Product Satisfaction policy does not apply to specially designed, discontinued, used, factory second or repaired products.

<u>LIMITED WARRANTY</u> Seller warrants to the initial purchaser only of products manufactured by it that such products are free from defects in materials or labor for varying periods depending on the particular product and subject to the limitations and conditions set forth herein. Seller's stainless steel products are warranted to be free from such defects for their normal useful life. Seller's mechanical and electrical products, parts, devices and components (including such parts, devices and components of stainless steel products), and other-non-stainless steel products are warranted to be free from such defects for only one year. Seller disclaims any express or implied warranty for products not manufactured by Seller and the only warranty available therefore to Buyer is that offered by the products' manufacturers.

The warranty period shall run from the date of delivery to Buyer. If within the applicable warranty period a product proves to be defective as described herein, Seller will repair or replace the product, at Seller's sole discretion, conditional upon Buyer's written notice of the defect within fifteen (15) days after its discovery. Upon receipt of Buyer's notice including substantiation of Buyer's status as the initial purchaser and details of the defect, Seller shall advise Buyer whether it plans to repair or replace the product. Seller's obligation is solely limited to repair or replacement of a defective product and in no event shall Seller be liable for transportation from or to Seller's offices or any other expense which may arise in connection with this Limited Warranty or the aforementioned Product Satisfaction policy.

SELLER MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS, AND/OR MERCHANTABILITY. THE ABOVE LIMITED WARRANTY CONSTITUTES SELLER'S ONLY WARRANTY AND NO PERSON OR ENTITY IS AUTHORIZED, ON BEHALF OF THE SELLER, TO MODIFY OR EXPAND UPON THE PROVISION EXPRESSED IN THIS PARAGRAPH NUMBER NINE. THE SELLER'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED AS PROVIDED FOR ABOVE AND THE FOREGOING SHALL BE THE BUYER'S SOLE REMEDY AND RECOURSE UNDER THIS CONTRACT. There are no warranties which extend beyond the description on the face hereof and goods are sold as is. Seller's Limited Warranty is only available to the initial purchaser of its products and is effective only upon compliance with the terms set forth herein.

Buyer agrees that the products subject to this Limited Warranty will be properly maintained in the ordinary course of business. Buyer agrees to comply with all instructions and specifications furnished by Seller relating to the installation, care, use and application of products purchased. Buyer agrees that it will not modify, misapply, or misuse such products in any manner which would deviate from Seller's instructions. Any repairs, alterations or service provided by parties other than Seller, or its authorized representative, may void this Limited Warranty. This Limited Warranty shall not apply to normal wear and tear, improper or insufficient maintenance, routine maintenance, or damage caused by accident, negligence, improper operation or the use of corrosive materials (including without limitation bleach or sodium hypochlorite used on stainless steel surfaces). THE SELLER'S LIMITED WARRANTY MADE IN CONNECTION WITH THIS SALE SHALL NOT BE EFFECTIVE AND SHALL BE VOID UNLESS SUCH GOODS ARE APPLIED AND USED IN ACCORDANCE WITH SELLER'S INSTRUCTIONS.

LIMITATION OF LIABILITY UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED UPON LOST GOODWILL, LOST SALES OR PROFITS, WORK STOPPAGE, DELAY, PRODUCT FAILURE, IMPAIRMENT OF GOODS OR OTHERWISE AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, and in any case, Seller's liability for any and all losses and damages sustained by Buyer and others, rising out of or by reason of this contract, shall not exceed the original purchase price of the products upon which liability is founded.

IN NO EVENT SHALL ANY ACTION BE COMMENCED AGAINST THE SELLER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION WITH RESPECT TO WHICH THE CLAIM IS MADE HAS ACCRUED. SELLER SHALL NOT BE RESPONSIBLE FOR EXPENSES FOR REPAIRS NOT MADE BY SELLER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.



RETURN POLICY All products being returned for any reason or delivered for repair service (whether or not pursuant to our Limited Warranty) must receive advance authorization from Seller. Buyer must contact Seller's Technical Service Department at 1.800.444.1579 to receive a Return Authorization Number. All products returned, except for warranty service or pursuant to the Product Satisfaction policy, are subject to a minimum 15% restocking charge. Buyer will be responsible for all freight charges on returns.

<u>INDEMNITY</u> Buyer agrees to protect, defend, indemnify and hold harmless the Seller from and against any and all direct loss suffered and any liability to third parties due to bodily injury (including death) to any person or animal, or damage to any property as a result of Buyer's misuse, misapplication or failure to inspect or maintain the Seller's products, or such loss or liability caused by the act or omission of the Buyer in the performance of any services using said products. Buyer also agrees to indemnify and hold harmless the Seller for any taxes paid as discussed in paragraph five above. This indemnity provision expressly includes attorney's fees and settlements of claims in a reasonable manner under the circumstances.

<u>UNLAWFUL USE</u> Buyer agrees that no goods covered by this contract shall be used in any manner violative of any laws of the United States, whether state or federal, or local ordinance, and no such goods shall be distributed to any foreign country in any manner prohibited by United States law.

<u>REGULATIONS AND CODES</u> Seller makes no representation or promise, express or implied, that goods delivered hereunder will conform to any state or local laws, regulations, codes, ordinances, or standards, except as particularly and expressly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Seller.

<u>SELLER'S REMEDIES</u> Seller hereby expressly reserves all remedies provided for by the Uniform Commercial Code and such remedies are expressly cumulative in nature and include all of the available remedies for breach and Seller need not make any election of remedy.

MISCELLANEOUS Buyer may not assign its rights or duties relative to this order without Seller's written consent, but Seller may assign its interest in such order to any affiliate or successor in interest. The waiver of any breach of these TERMS AND CONDITIONS shall not constitute a waiver as to any further breach. Any of these TERMS AND CONDITIONS found to be invalid, illegal or unenforceable, shall be considered inoperative and the remaining TERMS AND CONDITIONS shall be valid and enforceable as though such provisions are not included herein. Contact our Credit Department toll-free for questions at 800.444.1579.



toll free local fax 800 913 913 444.1579 281.1500 281.5339

Shor-Line/Schroer Manufacturing Co. 511 Osage Avenue Kansas City, KS 66105 U.S.A.

www.shor-line.com