



Fire Suppression Services Incorporated  
3802 South 2300 East, Millcreek, UT 84109, Ph (801) 277-6464

## Limited Warranty By Contractor

### *Project* **Jersey Mike 19501**

**Fire Suppression Services Incorporated**, of Millcreek Utah, hereinafter referred to as **FSS inc.**, does hereby warrant its work performed on, and/or material supplied to, the above-named project for a **PERIOD of ONE YEAR** from the date of Certificate of Occupancy or the date listed in last paragraph, whichever comes first, and as per items 1 to 3 below.

This work and material is warranted to remain free from all defects and intended to comply with all requirements of the specifications and other contract documents governing our work, except any building where Contractor required **FSS inc.** Technicians to install plastic pipe/glue work in Freeze Conditions i.e. below a constant 45 degrees F.

Unheated attics must be, at minimum, double-insulated, and protect all wet suppression pipe-work from freezing at all times during winter conditions; else all warranties are null-and-void. Throughout the life of the building, its temperature must be maintained above a constant forty degrees F at all times; else this warranty and all manufacturers' guarantees are null and void.

Should there be any defects in the workmanship and/or material requiring repair and or replacement during the warranty period, the Owner must notify **FSS Inc.** in writing immediately upon discovery and must allow **FSS Inc.** Technicians and its suppliers a reasonable amount of time in which to effect repairs/replacement where appropriate.

This Warranty does not cover damage to property caused by installation in freezing or overheat conditions, which in turn will cancel any manufacturer guarantees. This Warranty does not cover damage to sheetrock or any other surrounding material or property.

This warranty becomes null and void should any party other than **FSS Inc's** Staff, Technicians or assigned Licensees or authorized representatives make or attempt to make any repairs and/or replacements to any work performed and/or material supplied by **FSS Inc**

This warranty does not cover damage caused by earthquake, windstorm, tornado, lightning, hail, flooding, freezing, overheating and any other act of nature whether wholly or in part, nor does it cover negligence of any party not directly associated with **FSS Inc.**

#### **1) Kitchen Cooking Hood Chemical Suppression Systems**

##### **PURCHASER ACKNOWLEDGES RESPONSIBILITY:**

- a) Purchaser understands and agrees that steam/chemical cleaning to remove grease from hoods & exhaust ducts **must** be carried out on a regular basis and that it is only one step in the processes needed to inhibit the growth of a cooking fire.
  - i) The price of Hood & Exhaust Duct cleaning is NOT part of this warranty.
    - (1) It is part of your regular preventative maintenance cost.
  - ii) Cleaning will not prevent a fire from occurring. (it prevents spread)
  - iii) FSS is NOT responsible for setting cleaning frequencies.
  - iv) Cleaning frequency must be increased if cooking frequency increases.
    - (1) The Frequency of Inspection & Cleaning of Kitchen Hood Exhaust Systems is the Owners responsibility as per NFPA-96 Chapter 11
  - v) The cost of cleaning increases the longer cleaning is delayed.
  - vi) Other steps for preventing fire include
    - (1) Regular Inspections & Maintenance of the Portable K-Class Extinguishers & Sprinkler Systems.
- b) To ensure maximum protection Purchaser understands that it should establish a consistent and regular daily cleaning and maintenance of the Kitchen Hood filters.

#### **2) Data Room Chemical Suppression Systems**

##### **PURCHASER ACKNOWLEDGES RESPONSIBILITY:**

- a) In that in order for effective fire suppression by an FM200-type system of PBX/Data rooms, the door/s to these rooms must be closed at all times, and that the seal/gas-tight integrity of the room/s, and duct work entering these rooms, is maintained **AT ALL TIMES**. Break the seal: Voids warranty and manufacturers guarantees.
- b) Gas suppression volumes are calculated from the closed-sealed ceiling tiles to the floor of the room. The seal integrity of these tiles must be maintained in order for this warranty to apply, and in order for the suppression system to effectively combat a fire in this room, all room sealing must maintain an effective seal at all times.

#### **3) General Wet Pipe Water Suppression Systems**





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- a) Sprinkler heads & their cover-plates in rooms, walls ceilings etc. must never be covered, painted or damaged in any way otherwise they must be replaced as per NFPA-13 6.2.6.2.
  - i) Painted heads and their escutcheons put the system out of Code and will void your warranty.
- b) Warranty covers leaks in system piping or components that may occur as a result of installation errors.
  - i) It does NOT cover breaks caused by the occupier,
  - ii) It does not cover breaks caused by freezing or overheating.
  - iii) We suggest you have handy, fire sprinkler wedges that can quickly block off a broken head.

**FSS Inc.** & its suppliers will neither Warrant nor Guarantees any part of the suppression or alarm system if it is tampered with, in any way by personnel other than **FSS** staff.

Purchaser acknowledges that tampering with, or adjusting, or working on Fire Suppression installed and/or tagged Systems by anyone other than **FSS Inc.** authorized personnel or Certified / Authorized / Licensed Fire Protection Service Personnel, not only jeopardizes the safe and correct operation of the equipment; but also that this will VOID the 'tags' on said System, void any manufacturers guarantees and that this may adversely affect Purchaser's Insurances.

Unless purchaser's maintenance department personnel are certified by the State Fire Marshal, it is mandatory that you leave the System equipment maintenance and servicing to certified fire suppression technicians

Purchaser acknowledges that:

- 1. Automatic Alarm Systems may not alert appropriate agencies for any number of reasons.
- 2. Automatic Suppression Systems may not extinguish a fire for any number of reasons:

For example, fire may occur in an area not protected by the alarm or suppression systems because of Curtains, freezing, excessive grease buildup, poor filter maintenance, repositioning or painting of 'sprinkler heads', 'spray nozzles' or 'Detection Devices' by non-licensed employees etc.

#### LIMITED WARRANTY

ALL MATERIALS AND REPLACEMENT COMPONENTS INSTALLED BY **Fire SUPPRESSION SERVICES INC.** ARE WARRANTED TO BE SPECIFIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND SHALL INCLUDE MANUFACTURER'S WARRANTY. ALL WORK IN THE SERVICE AND MAINTENANCE OF THE SYSTEM SHALL BE COMPLETED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH STANDARD PRACTICES. PURCHASER SHALL ASSUME ALL RISK FOR LOSS OR DAMAGE TO PREMISES OR ITS' CONTENT EXCEPT AS EXPRESSLY SET FORTH HEREIN.

**FIRE SUPPRESSION SERVICES INC** MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER. INCLUDING WITHOUT LIMITATION THE CONDITION OF PURCHASER'S EQUIPMENT, ITS' MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. PURCHASER FURTHER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF.

THIS WARRANTY IS VOID IF THE ALARM & SPRINKLER SYSTEM, THE KITCHEN HOOD SUPPRESSION SYSTEM OR THE FM200-type CHEMICAL SUPPRESSION SYSTEM IS SERVICED OR WORKED ON IN ANY WAY BY AN ENTITY OTHER THAN **FIRE SUPPRESSION SERVICES INC.** ASSIGNED TECHNICIANS.

This warranty for Jersey Mike's, expires at 12:00 noon of the last day of Mar-2020

Bard N. Holbrook  
**PRESIDENT**  
FIRE SUPPRESSION SERVICES INCORPORATED

5-17-2019