

## Warranty Policy

McDonnell & Miller warrants for a period of two (2) years from the date of manufacture or one (1) year from date of installation, whichever comes first, that all McDonnell & Miller and all Hoffman Specialty products furnished by it are free from defects in materials and workmanship.

McDonnell & Miller's liability for any breach of this Warranty shall be limited solely to replacement or repair at the sole option of McDonnell & Miller, of any part or parts found to be defective during the Warranty Period providing the Product is properly installed and is being used for its intended purpose. Buyer must notify McDonnell & Miller of any breach of this warranty, within the aforementioned Warranty Period by notifying the McDonnell & Miller representative with responsibility for servicing the Buyer's account. Further, product alleged to be defective must be shipped by buyer to McDonnell & Miller's representative, transportation charges prepaid.

It is expressly agreed that this shall be the sole and exclusive remedy of the buyer, under no circumstances shall McDonnell & Miller be liable for any costs, loss, expense, damages, special damages, incidental damages or consequential damages arising directly or indirectly from the design, manufacture, sale, or use or repair of the product whether based upon warranty, contract, negligence or strict liability. In no event will liability exceed the purchase price of the product.

The warranty and limits of liability contained herein are in lieu of all other warranties and liabilities expressed or implied. All implied warranties or merchantability and fitness for a particular purpose are hereby disclaimed by McDonnell & Miller and excluded from the warranty.

McDonnell & Miller neither assumes nor authorizes any person to assume for it, any other Warranty obligation in connection with the sale of the Product. This Warranty shall not apply to any product or parts of products which (a) have been repaired or altered outside of authorized McDonnell & Miller facilities; (b) have been subject to misuse, negligence or accident; or (c) have been used in a manner contrary to McDonnell & Miller instructions.

In the case of Products not manufactured by McDonnell & Miller, there is no warranty from McDonnell & Miller, but McDonnell & Miller will extend to the buyer any Warranty from McDonnell & Miller's supplier of such products

### Warranty Procedure

Return product to place of purchase or contact our local Manufacturer's Representative.

## Return Goods Policy

Unused material may be returned for credit only with the written or oral consent of McDonnell & Miller. This consent is in the form of an RGA number issued by McDonnell & Miller, and is subject to the following conditions.

1. Materials must be unused, of current design, and in original cartons.
2. Credit will be issued based upon either a referenced invoice or product date code if an invoice is not referenced. Requestor is to supply copy of the referenced invoice if requested.
3. A 25% restocking charge will apply.
4. Unauthorized material returned to McDonnell & Miller will be either refused or sent back to the sender freight collect by a carrier chosen by McDonnell & Miller.
5. If material is received but subsequently found not to have met the above conditions, it will be sent back to the sender freight collect by a carrier chosen by McDonnell & Miller.
6. Products which are obsolete or made to special order are not returnable.