

# McBowery

## Warranty

Limited lifetime mechanical and finish warranty

Subject to the terms and conditions of this warranty, McBowery extends a limited lifetime mechanical and finish warranty to the original consumer user ("Original User") of our McBowery brand product ("Products") against defects in material and workmanship as long as the Original User occupies the residential premises upon which the Product was originally installed.

**What McBowery Will Do:** Upon return of the defective Product to McBowery, McBowery's, sole obligation, at its option, is to either repair or replace the Product or refund the purchase price in exchange for the Product.

**Original User:** This warranty only applies to the Original User of Products. This Warranty is not transferable.

**What is Not Covered:** The following costs, expenses and damages are not covered by the provisions of this limited warranty: (i) labor costs including, but not limited to, such costs for the removal and reinstallation of Products; (ii) shipping and freight expenses required to return Products to McBowery; (iii) failures, defects, or damage (including but not limited to, any security failure or loss of data) caused by any third party product, service, or system connected or used in conjunction with the Product, and (iv) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

**The provisions of this Warranty do not apply to Products:** (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended; (iv) which have been subjected to alteration, abuse, misuse negligence or accident; (v) which have been improperly stored, installed, maintained or operated; (vi) which have been used in violation of written instructions provided by McBowery; (vii) which have been subjected to improper temperature, humidity or other environmental conditions; (viii) which, based on McBowery's examination, do not disclose to McBowery's satisfaction non-conformance to the warranty. Additionally, the limited lifetime warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents or other chemicals.

**Additional terms:** McBowery does not authorize any person to create for it any obligation or liability in connection with the Products. McBowery's maximum liability hereunder is limited to the original purchase price of the Product. No action arising out of any claimed breach of this warranty by McBowery may be brought by the Original User more than one (1) year after the cause of action has arisen.

**How Local Law Applies:** This warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this warranty.

To make a warranty claim, contact McBowery Customer Service: [info@mcbowery.com](mailto:info@mcbowery.com)