

McGuire Manufacturing Co., Inc TERMS & CONDITIONS

Updated May 1, 2022

TERMS: All sales are subject to credit approval. Terms are 2% ten days – Net 30.

RETURNED GOODS: Requests for returning purchased items are subject to McGuire Manufacturing Co., Inc. approval.

A Returned Goods Authorization (RGA) must be obtained from the factory prior to any return. Returned merchandise must be in their original cartons, listed in our current List Price Sheet and in clean resalable condition.

Restocking charge:

- Material other than SaniGuard, ProWrap and Marine Trap products, that was shipped within 12 months before McGuire's receipt of return request is subject to a 25% restocking charge.
- McGuire will reduce the restocking charge for such material to 15% if the customer places an offsetting order of value equal to or exceeding the value of the return. The offsetting order must be placed at the time the RGA is requested.
- SaniGuard, ProWrap and Marine Trap products shipped with 12 months before McGuire's receipt of return request is subject to a 50% restocking charge. McGuire will reduce the restocking charge on these products to 35% if the customer places an offsetting order of value equal to or exceeding the value of the return. The offsetting order must be placed at the time the RGA is requested.
- Material that was shipped more than one year before the return request is not returnable. Shipping dates are determined according to packaging date, or if none, the date stamped on the product, or, if none, the invoice date.

MINIMUM RETURN POLICY: Return requests less than \$200.00 net will be charged \$50.00 processing fee in lieu of any restocking charge.

NON-RETURNABLE PRODUCT POLICY: Specific McGuire products may require written preapproval from McGuire at the time of purchase, including items with special finishes and various non-catalog items.

INVOICE: We reserve the right to invoice all merchandise at prices in effect at time of shipment.

NO MINIMUM ORDER: Orders less than \$400.00 list will be invoiced at list price less 35%.

FREIGHT: We will pay the freight on shipments within the continental United States when the order (pre-tax) totals more than \$3,250.00 net. We select the method of shipment and carrier when we pay the freight.

LIMITED WARRANTY

McGuire Manufacturing Co., Inc warrants its product to be free from defects in material and workmanship for the period indicated below by product type measured from the date of purchase:

ITEM	WARRANTY PERIOD
Brass products "Classic" McGuire	3 years
Prowrap	3 years
Eco P-Traps, Strainers and Supply Kits	1 year
Stainless Steel products	1 year
Lite Commercial MCT P-Traps	1 year

McGuire's sole responsibility will be to replace, at no additional charge, any product which proves to be defective within the applicable warranty period (Warranty Product or replacement thereof.) The customer shall be responsible for the following costs, incurred in connection with the above Limited Warranty: (i) shipping costs for product outside the continental United States, and (ii) taxes and import duties, if levied.

The above Limited Warranty shall not apply if the product has been damaged due to abuse, misuse, improper installation, accident, or other cause not within McGuire's control. This limited warranty is conditioned on the product being properly installed, used and serviced.

THE ABOVE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY. ALL OTHER WARRANTIES ARE DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MCGUIRE BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING LOST PROFITS OR REVENUES ARISING FROM THE USE OF THIS PRODUCT.

McGuire may, at its option, alter the contents of this LIMITED WARRANTY at anytime. These changes will affect products manufactured after the effective date of this policy.

Please be advised that the published terms and conditions above are accurate from the date of publish and are subject to change. Refer to McGuire's most current terms and conditions online at mcguiremfg.com.