

Chillicothe Metal Co., Inc.

Standard Product Warranty

Warranty:

This Chillicothe Metal Co., Inc. (CMCO) product is delivered with a limited warranty. CMCO warrants the products it manufactures, and items specifically identified in this document, to be free from defects in material and workmanship under normal use and service and will, within one (1) year from the shipment date from our Chillicothe, Illinois factory, repair or replace, any CMCO product which, upon our inspection or review, proves to be defective. This warranty applies to commercial use units only and is not applicable to rental unit applications.

All conditions and obligations outlined in this limited warranty must be observed and implemented for the warranty to remain valid. This warranty is valid for the original purchaser only and is not transferable. For stationary units, this warranty is valid only for the original installation site, and movement of the enclosure assembly or components from the original installation site will void the warranty. The equipment covered by this warranty must be operated in a normal and proper manner, and must be maintained in accordance with instructions and appropriate maintenance practices. Improper use or maintenance procedures, neglect, abuse, improper repair, alteration, modification, or abnormal use, as determined by CMCO, will void this warranty. Damage resulting from improper job site installation or assembly, or designs or specifications purposely required by the buyer, are not covered by this warranty. Equipment, accessories, and other parts and components not manufactured by CMCO are not covered by this limited warranty and are warranted only to the extent of the original manufacturer's warranty. Expendable items, rubber, hoses, light bulbs, and normal wear and tear items are not covered by this warranty. Accidental damage, and damage caused by acts of GOD are not covered by this warranty.

This warranty is in lieu of all other warranties, liabilities and obligations, expressed or implied, and expressly negate all statutory warranties except title. This is the exclusive remedy under this warranty, and sets forth the full extent of the CMCO liability for breach of implied or expressed warranties for breach of contract, product defect, negligence, or any other cause or reason in connection with the sale or use of the equipment. Any and all other remedies and damages that may otherwise be applicable are excluded, including, but not limited to incidental or consequential damages or punitive damages. This is the only warranty made by CMCO, and there are no warranties which extend beyond the description herein.

Claim Procedure:

All warranty claims must be reported to the CMCO quality assurance department by written notice within one (1) month of the discovery of any defect. The CMCO sales order and serial number must be referenced on any communications. All warranty claims must be reported to CMCO prior to any corrective action being taken, so that CMCO may have the opportunity to repair, replace, or authorize corrective actions to be taken.

Warranty Resolution:

CMCO reserves the right to repair or replace defective items. CMCO, at its sole discretion, shall repair or replace, but not install, any part or parts of the product found to CMCO satisfaction to be defective within the limited warranty. Any warranty adjustments or repairs made by CMCO shall not extend the initial warranty period. CMCO will not reimburse expenses incurred to the purchaser in removing, replacing, installing, repairing, or returning defective equipment or any parts. CMCO shall not be responsible for any costs or expenses for repairs made by anyone other than CMCO unless such repairs have been authorized in advance, and in writing, by CMCO.

Expenses incurred for field repair, replacement, or field services of CMCO equipment or parts may be honored at the sole discretion of CMCO. Any agreement for additional field installation charges must be approved by CMCO in writing. To be considered, a fixed price quote from the warranted party, or their representative, shall be submitted in writing prior to any repairs having been performed. Reasonable expenses may be considered, and final determination is the sole right of CMCO. Invoices issued for field service repairs or replacements, which have not been authorized by CMCO, will not be honored. All invoices issued for field service rework must be specifically broken down into exact material costs, labor hours, mileage, and other charges. Charges that are not specifically broken down, documented, or deemed excessive will not be honored. If repair, replacement, or field services are provided, and CMCO determines that there is no defect within the provisions of this limited warranty, then the purchaser shall pay for any and all expenses associated with such repair, replacement, or field service.

Our goal at CMCO is a quality product and customer satisfaction. All valid warranty claims will be processed and resolved in the quickest manner possible. Customers experiencing quality problems or product issues should direct their communications to Quality Assurance Department, Chillicothe Metal Co., Inc.



Chillicothe Metal Co., Inc.

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