

## **McMillan Design Limited Warranty**

### **for Sea Catch Products and Return Policy**

#### **1. Limited Warranty**

**1.1** McMillan Design, Inc. (MD) warrants products manufactured by MD and sold by MD or authorized representatives or distributors to be free of any defects in materials and workmanship under normal use and service for the warranty period, beginning on the date of original invoice, as follows:

**(a) MD Sea Catch Release Hooks, Retrieving Hooks, Offload Hooks:** 10 years

**(b) MD replacement parts:** 10 years

**(c) Resale products distributed by MD:** Original manufacturer warranty

**The foregoing products and all other MD products are subject to the MD Return Policy in Section 4.**

**1.2** This Limited Warranty extends only to the original buyer/end-user of the product and is not transferable in any manner.

**1.3** MD shall have no obligation under this Limited Warranty until all invoices for the product are paid in full.

**1.4** Under this Limited Warranty, MD reserves the right to inspect product to determine validity of buyer's claim and MD, in its sole discretion, shall have the option of:

**(a) replacing** warranted MD-manufactured product (F.O.B. point of purchase) without charge provided the product is returned to the point of purchase within 30 days of the date of invoice (replacement product may be model equivalent or better). This option is **not available** for resale products, or

**(b) crediting** the buyer's account with the price of the warranted MD-manufactured product provided the product is returned to the point of purchase within 30 days of the date of invoice. This option is **not available** for resale products, or

**(c) repairing** warranted product without charge for product returned to point of purchase after 30 days of invoice date and before the end of the stated warranty period in Section 1.1. This option is **available** for resale products.

Repair shall not extend the warranty period listed for the product in Section 1.1. However, parts installed during MD warranty repair are warranted for 90 days from date of repair invoice.

MD shall honor the original manufacturer warranty for resale products. However, if the product is not under warranty, the buyer is responsible for all repair costs charged by the product manufacturer.

**1.5** The foregoing remedy shall be MD's sole liability and shall be the exclusive remedy of the buyer.

**1.6** This Limited Warranty **shall not apply** to product that has failed due to or been damaged by (a) accident, misuse, abuse, improper application, negligence, alteration, force majeure occurrence(s), transportation or handling, failure to operate products in accordance with manufacturer instructions, or failure to maintain the recommended operating, charging, or storing environments in accordance with manufacturer instructions; (b) unauthorized repair, maintenance, service, or modification of product by the buyer or a third party or attachment to or use of non-MD supplied equipment; (c) use of non-MD supplied cleaning devices or supplies or consumables.

- 1.7 Claims under this Limited Warranty must be made to your MD representative in writing within 30 days of buyer discovery of product defect(s) (mailed certified return receipt-return receipt requested, postage prepaid). Product must be returned to the point of purchase (freight prepaid) with required documentation and in appropriate packaging clearly marked with a Returns Authorization (RA) number obtained from MD (see *Return Policy in Section 4*). MD reserves the right of inspection to determine validity of buyer's claim of defective product under the terms of this Limited Warranty. MD further reserves the right to approve and negotiate the terms of repair or replacement.
- 1.8 MD reserves the right to make changes to, at any time without notice, product design, color, material, and specifications without any obligation to incorporate new features or modifications in previously sold products. MD reserves the right to discontinue product.
- 1.9 This Limited Warranty shall be invalid if the buyer fails to comply with every term and condition of the Limited Warranty.

## 2. Limitation of Liability

- 2.1 **THIS LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY MD CONCERNING THE PRODUCT AND IT HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 2.2 **UNDER NO CIRCUMSTANCES SHALL MD BE LIABLE TO THE BUYER OR ANY USER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR AND ANALYSIS FEES), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON ANY CLAIM OF ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL MD BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY BUYER FOR THE PRODUCT**

## 3. Governing Law

- 3.1 This Limited Warranty constitutes the complete, final, exclusive, and fully integrated statement of warranty between MD Inc. and buyer concerning the products. Any action brought relating to this Limited Warranty shall be instituted and litigated in the courts of the State of Washington. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Washington. It is expressly agreed that the United Nations Convention on Contracts for the international Sale of Goods shall not apply.

## 4. Return Policy

### 4.1 Product Return Guidelines

**Faulty, damaged, or missing items** - Contact MD Customer Service to correct the problem immediately.

**Package delivered damaged** - Report damage immediately to the carrier. Retain all containers and packing material.

### 4.2 Product Return Policy

**Qualifying product returned unused and received at the point of purchase within 30 days of invoice:**

Buyer receives a refund of purchase price. **See *Non-returnable Items in Section 4.3*.**

**Qualifying product returned unused and received at the point of purchase between 31 and 90 days after invoice:**

Buyer receives a refund of purchase price minus a restocking fee. ***See Non-returnable Items in Section 4.3.***

**More than 90 days after invoice:**

Product cannot be returned.

**4.3 Non-returnable Items**

Custom orders (specials), incomplete products (product missing parts and/or a portion of original quantity; product with damaged or missing labeling), product not purchased from MD, discontinued product, product not returned prior to 90 days after invoice, and certain resale items are non-returnable.

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## **Legal Notice: General Cautions and Warnings**

-All products supplied and manufactured by McMillan Design are sold with the express understanding that the purchaser is thoroughly familiar with the safe and proper use and application of the product as detailed in the User's Manual and other documents on this web site.

-Responsibility for the use and application of the products rests with the user.

-Failure of the product can occur due to misapplication, abuse, alterations to the product by user to fit an application or improper maintenance. Product failure could allow the load to become out of control, resulting in possible property damage, personal injury or death.

-Ratings shown by McMillan Design in literature or website are applicable only to new or "in new condition" products.

-Load limit ratings indicate the greatest force or load a product can carry under usual environmental conditions. Shock loading and extraordinary conditions must be taken into account when selecting products for use in a system.

-In general, the products in McMillan Design literature or on websites are used as parts of a system being employed to accomplish a task. Therefore, we can only recommend within the Working Load Limits, or other stated limitations, the use of products for this purpose.

-The WLL (Working Load Limit), or Design Factor, or Efficiency Rating of each McMillan Design-supplied product may be affected by wear, misuse, overloading, corrosion, deformation, intentional alteration, and other use conditions. Regular inspection must be conducted to determine whether use can be continued at the catalog assigned WLL, a reduced WLL, or whether the product must be withdrawn from service.

-McMillan Design products are generally intended for tension or pull. Side loading must be avoided, as it exerts additional force or loading which the product is not designed to accommodate.

## **Limited Warranty**

Purchaser and McMillan Design expressly agree that McMillan Design's warranty with respect to sale of its products is limited solely to McMillan Design's choice of repair, replacement or refund of the purchase price of any product or part thereof determined by McMillan Design to be defective within the first 12 months following the transfer of title of the product from McMillan Design to the purchaser. Purchaser and McMillan Design expressly agree that upon termination of the aforementioned 12 month period, the purchased product carries no warranty whatsoever. Purchaser and McMillan Design expressly agree that the remedies provided in this section are the purchaser's exclusive remedies in connection with the purchase or use of the product. Purchaser and McMillan Design expressly agree that in no event shall McMillan Design be liable for any incidental or consequential damages in connection with the purchase or use of the product.

ALL OTHER WARRANTIES, INCLUDING EXPRESS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. PURCHASER HEREBY WAIVES ALL OTHER WARRANTIES, RIGHTS AND REMEDIES ARISING BY LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, EXPRESS WARRANTIES, THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, MCMILLAN DESIGN HEREBY DISCLAIMS ANY OF ITS OBLIGATIONS OR LIABILITIES ARISING FROM STATUTE, WARRANTY CONTRACT, TORT OR NEGLIGENCE.

Complete Agreement: This Warranty between purchaser and McMillan Design is complete. All prior or contemporaneous discussions, representations and/or understandings are merged into this warranty. All prior or contemporaneous agreements between parties are superseded by this Warranty.

Rely only on high-grade sailing cleats offered on our virtual shelves.