

McElroy Product Warranty Information



LIMITED WARRANTY:

McElroy Manufacturing, Inc. (McElroy) warrants all products manufactured, sold and repaired by it to be free from defects in materials and workmanship, its obligation under this warranty being limited to repairing or replacing at its factory and new products, within 5 years after shipment, with the exception of purchased items (such as electronic devices, pumps, switches, etc.), in which case that manufacturer's warranty applies. Warranty applies when returned freight is prepaid and which, upon examination, shall disclose to have been defective. This warranty does not apply to any product or component which has been repaired or altered by anyone other than McElroy or has become damaged due to misuse, negligence or casualty, or has not been operated or maintained according to McElroy's printed instructions and warnings. This warranty is expressly in lieu of all other warranties expressed or implied. The remedies of the Buyer are the exclusive and sole remedies available and Buyer shall not be entitled to receive any incidental or consequential damages. Buyer waives the benefit of any rule that disclaimer of warranty shall be construed against McElroy and agrees that such disclaimers herein shall be construed liberally in favor of McElroy.

RETURN OF GOODS:

Buyer agrees not to return goods for any reason except upon the written consent of McElroy obtained in advance of such return, which consent, if given, shall specify the terms and conditions and charges upon which any such return may be made. Materials returned to McElroy, for warranty work, repair, etc., must have a Return Material Authorization (RMA) number, and be so noted on the package at time of shipment. For assistance, inquiry shall be directed to:

McElroy Manufacturing, Inc.

P.O. Box 580550

833 North Fulton Street

Tulsa, Oklahoma 74158-0550

PHONE: (918) 836-8611, FAX: (918) 831-9285, EMAIL: fusion@McElroy.com

Note: Certain repairs, warranty work, and inquiries may be directed, at McElroy's discretion,

to an authorized service center or distributor.

DISCLAIMER OF LIABILITY:

McElroy accepts no responsibility of liability for fusion joints. Operation and maintenance of the product is the responsibility of others. We recommend qualified joining procedures be followed when using McElroy fusion equipment. McElroy makes no other warranty of any kind whatever, express or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the afore stated obligation are hereby disclaimed by McElroy.

PRODUCT IMPROVEMENT:

McElroy reserves the right to make any changes in or improvements on its products without incurring any liability or obligation to update or change previously sold machines and/or the accessories thereto.

INFORMATION DISCLOSED:

No information of knowledge heretofore or hereafter disclosed to McElroy in the performance of or in connection with the terms hereof, shall be deemed to be confidential or proprietary, unless otherwise expressly agreed to in writing by McElroy and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, is part of the consideration hereof.

PROPRIETARY RIGHTS:

All proprietary rights pertaining to the equipment or the components of the equipment to be delivered by McElroy hereunder, and all patent rights therein, arising prior to, or in the course of, or as a result of the design or fabrication of the said product, are exclusively the property of McElroy.

LAW APPLICABLE:

All sales shall be governed by the Uniform Commercial Code of Oklahoma, U.S.A.

WARRANTY TERMS AND CONDITIONS