McCue

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125 Water Street, Danvers, MA 01923, USA
mccue.com

McCue Limited Warranty

The acceptance by McCue Corporation or one of its subsidiaries (collectively, "McCue") of a purchase order for one or more of its products (each, a "Product") is conditioned on the assent of the Buyer (defined in the subsequent paragraph) to the terms and conditions contained in this McCue Limited Warranty ("Limited Warranty"), including any terms and conditions that are additional to or different from those stated or referenced in the applicable purchase order. Without limiting the manner in which the Buyer may manifest such assent, the Buyer's acceptance of the Products will constitute its assent to the terms and conditions contained in this Limited Warranty without modification. If the McCue document or communication that contains or references this Limited Warranty is instead deemed an offer by McCue to sell Products, then acceptance of that offer by the Buyer is conditioned upon Buyer's acceptance of the terms and conditions described in such offer, including the terms and conditions contained in this Limited Warranty, and McCue hereby objects to any additional or different terms and conditions in the Buyer's order, acceptance or other purchasing documents.

LIMITED WARRANTY. Subject to the exclusions and limitations set forth in this Limited Warranty, each Product sold by McCue is warranted for a period of one (1) year from the date on which such Product was purchased from McCue (the "Warranty Period"): (i) to be free from material defects in material and workmanship; and (ii) to materially conform to the applicable written Product specifications published or furnished by McCue. This Limited Warranty applies during the Warranty Period to the original purchaser and/or any subsequent owner of the Product (in either case, the "Buyer"). The Limited Warranty shall also include (and shall be subject to any limitations contained in) any applicable Product specific warranties set forth at https://www.mccue.com/product-materials ("Product Specific Warranties"). The Product Specific Warranties are hereby incorporated into and are made a part of this Limited Warranty.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS. This Limited Warranty is not applicable to any: (a) defects in Product paint, coatings, or any replaceable cover (in each case including any scratches or abrasions) resulting in any way from normal wear and tear, or any use, misuse or abuse; and (b) Product cover damage as a result of vehicular or other impact to a Product where such Product otherwise performs as designed. Further, the Limited Warranty is void where Buyer alters such Product, uses such Product in a manner or application for which it was not designed, or fails to observe applicable McCue instructions regarding shipping, storage, handling, assembly, installation, use and/or required maintenance. PRODUCTS THAT ARE BOLLARDS ARE NOT RATED TO PROTECT AGAINST VEHICLE IMPACTS EXCEPT ONLY AS MAY BE EXPRESSLY STATED IN THE APPLICABLE PRODUCT SPECIFIC WARRANTIES.

EXCLUSIVE REMEDY. During the Warranty Period, Buyer shall notify McCue in writing of any alleged

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breach of the Limited Warranty within twenty-four (24) hours of discovery (and in any event before the expiration of the Warranty Period). Buyer shall fully cooperate with and, as soon as reasonably possible, make the applicable Product available for inspection and testing by McCue, if requested. If McCue's inspection and testing reveals, in its sole discretion, that such Product does not conform to the Limited Warranty, McCue shall, at its option, repair, replace, or provide a credit or refund for the purchase price of such Product. Buyer's failure to notify McCue in writing of Buyer's warranty claim within the Warranty Period shall constitute a waiver of such claim regardless of whether the facts giving rise to such claim were discovered or were discoverable during the Warranty Period. THE REMEDY DESCRIBED IN THIS PARAGRAPH IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCCUE'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.

DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, MCCUE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MCCUE, OR ANY OTHER PERSON ON ITS BEHALF, EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY. TO THE FULLEXT EXTENT PERMITTED BY LAW, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), IN NO EVENT SHALL MCCUE'S LIABILITY TO BUYER UNDER THIS LIMITED WARRANTY OR OTHERWISE ARISING OUT OF THE SALE OF PRODUCTS TO BUYER (A) INCLUDE ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARYOR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR REVENUES, DAMAGES ARISING OUT OF LOSS OF USE OR OTHER BUSINESS INTERRUPTION DAMAGES, OR (B) EXCEED THE AMOUNT PAID FOR THE APPLICABLE PRODUCT GIVING RISE TO THAT CLAIM OR CAUSE OF ACTION.

DISPUTES AND GOVERNING LAW. Any dispute between McCue and Buyer arising from this Limited Warranty, or the purchase, installation, maintenance or any other issues whatsoever related to any Products (the "Dispute") shall be resolved by binding arbitration before the American Arbitration Association ("AAA") in Boston, Massachusetts and subject to the AAA's Commercial Arbitration Rules. The parties expressly waive their right to pursue any dispute in court and before a jury. As a precondition to filing any demand before the AAA, the complaining party must first present its concerns in writing to the other party and allow for a thirty-day (30) period for the parties to attempt to resolve the matter. This Limited Warranty and any Dispute will be governed by the law of the Commonwealth of Massachusetts, without regard to conflict of law rules.