

McCue Limited Warranty & Purchase Terms

Limited Warranty. We stand behind every product we offer. Our products are warranted to be free from significant defects in material and workmanship and to materially conform to the product specifications for a period of one (1) year from sale. Warranty applies to original purchaser and/or any subsequent owner (in either case, the "Buyer."). Excludes paint, coatings, and replaceable cover and all damage due to normal wear and tear, scratches, abrasions, and misuse or abuse. Limited Warranty does not cover damage as a result of vehicular or other impact where product otherwise performs as designed and warranted. Warranty void where Buyer fails to observe applicable McCue instructions regarding shipping, storage, handling, assembly, installation, and/or required maintenance. Subject to product-specific specifications and warranty limitations, as set forth herein or otherwise provided at purchase.

EXCLUSIVE REMEDY. THIS LIMITED WARRANTY CONTAINS THE EXCLUSIVE REMEDY FOR DEFECTS AND/OR FAILURE OF MCCUE PRODUCTS. During the warranty period, with respect to any allegedly defective goods: Buyer shall notify McCue in writing of any alleged claim or defect within twenty-four (24) hours of discovery (and in any event before the expiration of the applicable warranty period). Buyer shall fully cooperate with and make product available for inspection and testing by McCue, if requested. If McCue's inspection and testing reveals, to its satisfaction, that the product has failed to meet the specifications or has a material defect in material or workmanship such failure has not been caused or contributed to by any of the factors described in the above Warranty Limitations, McCue shall, at its option, repair, replace, or provide a credit or refund for the purchase price of such defective product. THIS IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCCUE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY & PURCHASE TERMS.

DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, MCCUE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO MCCUE PRODUCTS, INCLUDING 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 PROVIDED IN THIS LIMITED WARRANTY & PURCHASE TERMS.

LIMITATION OF LIABILITY. MCCUE IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, INCLUDING LOST PROFITS OR REVENUES AND LIABILITY DUE TO PERSONAL INJURY ARISING OUT OF OR RELATING TO ANY BREACH OF THIS LIMITED WARRANTY & PURCHASE TERMS, EXCEPT WHERE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY MCCUE.

Product-Specific Specifications & Limitations. Where applicable, the following specifications and limitations apply:

- *CrashCore™ Bollards.* CrashCore™ Bollards are designed and certified to ASTM F3016 standard (specifically certified for S10, S20 or S30 based on configuration). Performance subject to as-tested ground condition specifications, including materials, proctor compaction, and grading requirements. CrashCore™ Bollards not installed per required ground conditions are not considered ASTM F3016-rated. Bollard protection also depends on bollard spacing, placement, and location; Buyer should follow McCue recommendations to ensure appropriate protection. For full detailed specs, please contact your authorized representative or email us at: cservices@McCue.com. Warranty void (i) where installation is not performed by McCue or a McCue-authorized contractor; (ii) where bollard is reconstructed, repaired, or altered by anyone other than McCue or a McCue-authorized contractor; (iii) where, after installation, there is any construction, disturbance, displacement or other change to concrete or other footing surrounding the bollard; (iv) where Buyer requires deviation from McCue specifications, installation guidelines or recommendations; and (v) in the event of any vehicular impact. *Important: Any vehicular impact to CrashCore™ Bollards must be reported immediately to McCue to enable inspection, repair, and/or replacement. Failure to do so will void this limited warranty.*
- *CrashCore™ Standard Working Conditions.* Installation pricing and proposals for CrashCore™ Bollards are based on Scope of Work and, unless otherwise specified, assume the following standard working conditions for concrete coring and excavation: (i) bollards installed in an existing concrete slab; (ii) total thickness of existing concrete slab is no greater than 8"; (iii) temperatures above freezing and no heavy precipitation; and (iv) area to be excavated is free of any of obstructions or ground conditions including, but not limited to: water, waste, or drainage pipes (PVC, concrete, etc.); electrical conduits; concrete or asphalt; large rocks (diameter > 6"); ledge / bedrock; frozen soil; or ground water. Any deviation from these Standard Working Conditions shall constitute grounds for submission of a Change Order based on the additional time and materials required to perform the Scope of Work.
- *FlexCore™ Guardrail +ULTRA and Crash Barrier™ +ULTRA.* Systems designed and warranted to stop a max 19,000lb. forklift at a speed of up to 5 mph. Performance and limited warranty subject to installation per instructions provided by McCue. *Important: Any vehicular impact or other damage must be reported immediately to McCue to enable inspection, repair, and/or replacement. Failure to do so will void this limited warranty.*

Disputes and Governing Law. Any dispute between McCue and Buyer arising from this Limited Warranty & Purchase Terms, or the purchase, installation, maintenance or any other issues whatsoever related to McCue products (the "Dispute") shall

be resolved by binding arbitration before the American Arbitration Association (“AAA”) 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 their concerns in writing to the other party and allow for a thirty-day (30) period for the parties to attempt to resolve the matter. The Limited Warranty and Purchase Terms and any Dispute will be governed by the law of the Commonwealth of Massachusetts, without regard to conflict of law rules.