

LIMITED WARRANTIES

The following Express Limited Warranty supplements the terms and conditions of our Quotation, Order Acknowledgement, and/or Invoice.

IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, GRABER MANUFACTURING, INC. PROVIDES THE FOLLOWING LIMITED WARRANTY.

Madrax division of Graber Manufacturing, Inc., ("Madrax") warrants products it manufactures against defects in materials or workmanship for a period of one year from the date of invoice.

Madrax warrants its bicycle lockers against structural failure for a period of one year from the date of invoice.

Madrax warrants its hot dipped galvanized and stainless steel products against corrosion for a period of five years from the date of invoice. Madrax warrants its Phil-Up bicycle tire pump against defects for one year from the date of invoice.

Madrax warrants the powder coat, MadShield and powder coated stainless steel finishes for one year from the date of invoice.

Thomas Steele division of Graber Manufacturing, Inc., ("Thomas Steele") warrants products it manufactures against defects in material or workmanship for a period of five years from the date of invoice.

Thomas Steele warrants the powder coat finishes for the colors Red, Yellow and White for one year from the date of invoice; Thomas Steele warrants all of its remaining standard powder coat finishes for five years from the date of invoice. Thomas Steele warrants the powder coat finishes for colors outside of its standard offerings for one year from the date of invoice.

Thomas Steele warrants its umbrellas against structural failure for a period of one year from the date of invoice.

Madrax and Thomas Steele warrant their metal products against structural failure for a period of twenty years from the date of invoice.

Madrax and Thomas Steele warrant their recycled plastic against rotting, splitting or cracking for a period of twenty years from the date of invoice.

Madrax and Thomas Steele warrant their components that are wood or cosmetic in nature against defects in material or workmanship for a period of one year from the date of invoice. Splitting, checking, and warping of wood are natural occurrences of wood and are not covered by this warranty.

Madrax and Thomas Steele warrant custom products on a per product basis.

These warranties do not cover any defects or failure due to vandalism, negligence, abuse, accidents, lack of maintenance or improper installation.

Unless previously approved, in writing by Graber Manufacturing, Inc., this warranty does not cover any defects or failure due to products tampered with or altered, modified or repaired by anyone.

SPECIFIC CONDITIONS AND LIMITATIONS:

1. Warranties only apply to products on invoices paid within Graber Manufacturing terms and conditions.
2. Damages resulting in whole or in part from natural disasters, including fire, wind, acts of war, terrorism, or nuclear disaster are not covered by the warranty.
3. The warranty will not apply if Graber Manufacturing is not notified within 10 calendar days of product failure.
4. This warranty is subject to the duty of the buyer and any subsequent purchaser or user to inspect the product before installation for defects, including defects or damage which may have been incurred on-site or in transportation. Any failure to completely inspect the product will void this Warranty.
5. Graber Manufacturing's obligation under this warranty will be limited to repair or replacement, at Graber Manufacturing's option, of products found in Graber Manufacturing's reasonable judgment to have been defective in workmanship or materials. Transportation charges for return of the alleged defective product will be assumed by Graber Manufacturing only if returned by the buyer in strict accordance with written instructions of Graber Manufacturing and at Graber Manufacturing's request. Graber Manufacturing will assume transportation charges for shipment of repaired or replaced product to the buyer, but will not be responsible for the cost of labor for removal or installation of the alleged defective product or any replacement.
6. All claims made under the terms of this warranty must be received in writing along with a copy of the original invoice. Claims must be sent to Graber Manufacturing, Inc. 1080 Uniek Drive, Waunakee, WI53597.

The warranties described herein shall be the sole and exclusive Warranties granted by Graber Manufacturing, Inc. and shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities and responsibilities of Graber Manufacturing, Inc., to the purchaser with respect to the product and shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise. In no event shall Graber Manufacturing, Inc. be liable, or in any way responsible, for any damages or defects in the product which were caused by repairs or attempted repairs performed by anyone other than an authorized servicer. Nor shall Graber Manufacturing, Inc. be liable, or in any way responsible, for any incidental or consequential, economic or property damage.

