



1517 W. Pinehill Rd.
Spokane, WA 99218

March 18,
2021

RE: LIMITED WARRANTY

Mighty Mac Contracting of Sole Proprietorship of Spokane, Wa. Limited Warranty as follows:

Our Limited Warranty

Mighty Mac Contracting warrants the project and/or product to be built-as specified and to be utilized by the original purchaser under normal use at the specified location. The project and/or product will be warranted to be free from defects in materials and workmanship for one year following the original purchase, subject to the requirements, exclusions, and limitations stated below. The obligation of this warranty shall be limited to repairing or replacing any part or parts, which in the opinion of the factory are defective in materials or workmanship under normal use and service during the warranty period commencing with the date of the first retail purchase.

ONE YEAR LIMITED WARRANTY

Subject to the requirements, exclusions, and limitations stated below, all components are warranted to the original retail purchaser against any defect in the materials and workmanship by Mighty Mac Contracting. arising from normal use for a period of one (1) year from the date of purchase.

EXCLUSION OF ITEMS WARRANTED BY OTHER MANUFACTURERS

Expressly excluded from the Limited Warranty are any claims related to items that are warranted by their manufacturer. These items include, but are not limited to materials and components including, without implied

limitation, such as fasteners and construction materials (sheet metal, timber products, sheeting, or concrete) by Mighty Mac Contracting. Any claims related to these items must be presented to their manufacturer for adjustment. Subject to the other terms of this Limited Warranty, Mighty Mac Contracting warrants the proper installation of the above-listed items.

OTHER EXCLUSIONS NOT COVERED BY THIS LIMITED WARRANTY

This Limited Warranty covers only defects in original components that arise from normal use and does not apply if the product has been subject to negligence, accident, abuse, misuse, or has been repaired or altered without the prior written consent of Mighty Mac Contracting. Damages caused by failure to provide proper maintenance repair or misuse, are not covered by this Limited Warranty. In addition to the above exclusions, Mighty Mac Contracting expressly excludes from this Limited Warranty the following: inconvenience, loss of use, rental of substitute, loss of revenues, or other commercial loss.

PRIOR WRITTEN CONSENT REQUIRED AND RETURN OR DEFECTIVE PARTS REQUIRED

No reimbursement will be made to any third party or owner for repairs made without the prior written consent of Mighty Mac Contracting. Mighty Mac Contracting must be made aware of any defective components or construction in order to qualify for replacement or reimbursement under this Limited Warranty.

LIMITATION

MIGHTY MAC CONTRACTING'S RESPONSIBILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF PARTS AND OR CONSTRUCTION FOR A REASONABLE ALLOWANCE. IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE CAUSED BY LACK OF REPAIRS.

DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY NOT EXPRESSLY PROVIDED HEREIN WHICH BUT FOR THIS PROVISION MIGHT ARISE BY OPERATION OF LAW, INCLUDING ANY EXPRESS WARRANTIES MADE OUTSIDE THIS LIMITED WARRANTY, IMPLIED WARRANTIES OF MERCHANTABILITY, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT. THESE WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE (1) YEAR, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE. UNDER NO CIRCUMSTANCES SHALL MIGHTY MAC CONTRACTING BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT, OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, UNLESS ANY STATE LAW PROVIDES OTHERWISE. NO ONE IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF MIGHTY MAC CONTRACTING. AUTHORIZED REPAIRS DO NOT EXTEND THE TERM OF THIS LIMITED WARRANTY.

THIS WARRANTY IS NON-TRANSFERABLE FROM THE ORIGINAL OWN.

Kelly McCann

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