



Mirachem Policy Center - External Policies  
**M-1060.1.7 Mirachem Product Guarantee**

Revised: 07-APR-2021 [Mirachem.com/Guarantee](https://www.mirachem.com/Guarantee)

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***THIS POLICY CONTAINS IMPORTANT INFORMATION REGARDING PURCHASERS' RIGHT AND RESPONSIBILITIES WITH REGARD TO MIRACHEM'S PRODUCT GUARANTEE.*** Printed versions of this document may not reflect the most current information. The most current revisions may always be found online at [Mirachem.com/Guarantee](https://www.mirachem.com/Guarantee). Additional information may be obtained by contacting Mirachem online at [Mirachem.com/ContactUs](https://www.mirachem.com/ContactUs), by email at [Support@Mirachem.com](mailto:Support@Mirachem.com), or by calling US 1+602-415-9262.

**1. PURPOSE OF POLICY**

The purpose of this policy is to establish Mirachem, LLC's ("Mirachem") product guarantee, the terms and conditions applying to this guarantee, and to communicate to Purchasers how they may take advantage of the guarantee.

**2. MIRACHEM, A HERITAGE-CRYSTAL CLEAN COMPANY**

Mirachem, LLC is an Arizona-based entity organized under the laws of the State of Delaware and is a Heritage-Crystal Clean (HCC) company, part of a publicly held enterprise. Mirachem's actions are required to be consistent with HCC policies that are applicable to our business unit. As a legal entity, Mirachem is responsible for its own conduct. With regard to Mirachem's responsibilities under this Policy, HCC's role is that of an independent body with audit and oversight authority over Mirachem's governance practices and regulatory compliance efforts.

**3. RESPONSIBLE MANAGER**

The responsibility for developing, managing, monitoring and reviewing this Policy, and all Mirachem activities deriving from it, shall rest with the Chief Customer Officer (CCO) in consultation with Mirachem's Senior Management Team.

**4. REVISIONS**

Revisions to this Policy must be approved by Mirachem's Chief Customer Officer (CCO) in consultation with Mirachem's Senior Management Team.

**5. INTERPRETATIONS, CONVENTIONS, AND DEFINITIONS**

This Policy is intended to be used under and with the following interpretations, conventions, and definitions,

A. Interpretation

- a. The words of which the initial letter is capitalized have meanings as defined herein.
- b. The Definitions defined herein shall have the same meaning regardless of whether they appear in singular or in plural.
- c. Unless otherwise required by law or defined by statute or regulation, this Policy shall be interpreted and enforced in the State and Federal Courts of Maricopa County, Arizona, USA.

B. Conventions

- a. "Shall", "require", "must", and "prohibit" are mandatory.
- b. "May" and "permit" are discretionary.
- c. "Specify" indicates that this Policy is a source document establishing an authoritative position.

- d. "Not Specify" indicates that this Policy does not establish an authoritative position, but does not prohibit another policy from doing so.
  - e. "Identify" indicates a provision in this Policy that is referencing or relying on information from another source.
  - f. "Defer" indicates that this Policy acknowledges and is bound by another authoritative source.
- C. Definitions

For the purposes of this Policy:

**a. Commercial Purpose:**

Mirachem's products and services are offered to further the Company's Commercial Purpose as discussed in Mirachem's Terms of Use ([Mirachem.com/TOU](http://Mirachem.com/TOU)).

**b. Defect:**

When used herein, Defect shall mean, within its published Shelf Life, the failure of a Covered Product or packaging to:

- I. Meet a relevant certification, approval, or declaration, which has been represented by Mirachem to be applicable; or
- II. Conform to quality standard published by Mirachem; or
- III. Function as required to derive reasonable use and benefit from the Product when used as directed on the label and under normal use and storage conditions.

As described in Mirachem's Standard Sales Terms and Conditions, Purchaser is responsible for determining the suitability of Product for a given application. Mirachem is not liable for ensuring Product performance in specific customer applications, and the failure of Products to deliver satisfactory cleaning performance in a given application does not in and of itself constitute a Defect.

**c. Product:**

Product means a consumable, specialty chemical item manufactured by Mirachem and sold to a Purchaser under Mirachem's Standard Sales Terms and Conditions.

**d. Purchaser:**

Purchaser refers to an entity placing an order with Mirachem under its Standard Sales Terms and Conditions and Terms of Use, for Mirachem's Commercial Purposes.

**e. Customer Satisfaction:**

Purchasers may return Product for any or no reason under the Customer Satisfaction provision of this Product Guarantee and under the terms and conditions contained herein.

**f. Safety Data Sheet (SDS):**

SDS means the Safety Data Sheet (SDS) as required by the US Hazard Communication Standard (HCS), (29 CFR 1910.1200(g)), for the applicable Mirachem Product.

**g. Shelf Life:**

Shelf Life is the period during which, when stored and handled as indicated in the Safety Data Sheet (SDS), Mirachem's Products are guaranteed to perform according to their published specifications and certifications, and to conform to the quality control standards established for that Product. The Shelf Life begins when the original Product package is opened, and ends a number of months later as specified in the SDS.

**h. Standard Sales Terms and Conditions:**

Standard Sales Terms and Conditions refers to the terms and conditions governing Mirachem sales transactions found online at [Mirachem.com/SalesTerms](http://Mirachem.com/SalesTerms).

**6. POLICY STATEMENT**

Mirachem guarantees that its Products are free from Defects in materials or workmanship under normal use, service and storage conditions, for the published Shelf Life of the Product.

**7. SCOPE OF POLICY**

This policy applies to all consumable products manufactured by Mirachem, LLC and which conform to the all of the following criteria:

- A. Carry an authorized Mirachem brand name; and
- B. Were purchased directly from Mirachem in accordance with Mirachem’s Standard Sales Terms and Conditions, or from a sales agent authorized to resell Mirachem products; and
- C. Were delivered to the Purchaser in original, quality-controlled condition. (Product delivered in damaged or otherwise unsatisfactory condition should be refused as described in Mirachem’s Standard Sales Terms and Conditions.)

This Product Guarantee does not apply to:

- D. Custom Orders as described in Mirachem’s Custom Order Sales Terms and Conditions ([Mirachem.com/CustomOrders](http://Mirachem.com/CustomOrders)).
- E. Items produced by 3rd party manufacturers which may be sold by Mirachem as part of a marketing bundle or for the purposes of customer convenience, including:
  - a. Parts washing equipment
  - b. Dispensing equipment
  - c. Equipment parts
  - d. Testing kits
  - e. Analytical instruments
- F. Product obtained from sources other than Mirachem or an authorized Sales Agent.

**8. TYPES OF CLAIMS**

Purchasers may make claims under this Product Guarantee for the following reasons:

- A. Product Defect
- B. Customer Satisfaction

**9. INITIATING A CLAIM**

Purchasers may initiate a claim under this Product Guarantee by contacting Mirachem’s Customer Support desk online at [Mirachem.com/ContactUs](http://Mirachem.com/ContactUs), by phone at 800-847-3527, or via email at [Support@Mirachem.com](mailto:Support@Mirachem.com).

Purchaser should be prepared to provide:

- A. Description of Claim
- B. Proof of Product purchase
- C. Unused Product, original packaging, labeling, and documentation

## 10. CLAIMS PROCESS

Claims will be processed under the following terms and conditions:

### A. Claim of Defect

Defective Products may be returned under this provision:

- a. Purchaser shall contact Mirachem to establish the specifics of the Defect Claim.
- b. Purchaser shall obtain a Return Materials Authorization (RMA) from Mirachem.
- c. Unused portions of the Product in question shall, along with all other required packaging materials and information, upon request, be returned to Mirachem.
- d. Returns shall initially be made at Purchaser's expense.
- e. Purchaser shall ensure proper preparation and packaging of return shipment, and transport via reputable common carrier according to industry standard practices.
- f. Upon receipt of returned Product, Mirachem shall conduct a thorough and timely investigation to substantiate Product Defect and determine the cause.
- g. Following investigation, Mirachem shall proceed to Claim resolution.

### B. Customer Satisfaction - Unopened Product

Within sixty (60) days of the Time of Purchase as defined in Mirachem's Standard Sales Terms and Conditions, unopened Product, in original packaging and in saleable condition, may be returned under this Customer Satisfaction provision:

- a. Purchaser shall obtain a Return Materials Authorization (RMA) from Mirachem.
- b. Product in question shall, along with all other required packaging materials and information, upon request, be returned to Mirachem.
- c. Returns shall be made at Purchaser's expense.
- d. Purchaser shall ensure proper preparation and packaging of return shipment, and transport via reputable common carrier according to industry standard practices.
- e. Upon receipt of returned Product, Mirachem shall proceed to Claim resolution.

### C. Customer Satisfaction - Opened Product

Within thirty (30) days of the Time of Purchase as defined in Mirachem's Standard Sales Terms and Conditions, Product that has failed to meet the Purchaser's needs in an application, but is not otherwise Defective, may be returned under this Customer Satisfaction provision:

- a. Purchaser shall contact Mirachem to obtain product support and technical assistance to establish the circumstances of Product's unsuitability for the intended application.
- b. If the Product cannot be made satisfactory for use in the intended application, Purchaser shall obtain Return Materials Authorization (RMA) from Mirachem.
- c. Unused Product in question shall, along with all other required packaging materials and information, upon request, be returned to Mirachem.
- d. Initial returns shall be made at Purchaser's expense.
- e. Purchaser shall ensure proper preparation and packaging of return shipment, and transport via reputable common carrier according to industry standard practices.
- f. Upon receipt of returned Product, Mirachem shall proceed to Claim resolution.

## 11. CLAIMS RESOLUTION

Mirachem shall resolve Claims made under this Product Guarantee as follows:

### A. Claim of Defect

- a. If returned Product is found by Mirachem to be Defective, Mirachem shall, at its expense:

- I. Either replace the defective Product; or
  - II. Refund the purchase price paid by Purchaser;
  - III. Including any original shipping and handling charges,
  - IV. Plus any shipping and handling charges associated with Purchaser's return of Defective Product.
- b. If returned Product is found by Mirachem to be free of Defect, Mirachem shall:
- I. Refund the original purchase price paid by Purchaser for any unopened Product still in saleable condition;
  - II. Less any shipping and handling or other ancillary charges;
  - III. Including any original shipping and handling charges,
  - IV. Less a restocking fee of 15% of the original purchase price.
  - V. Purchaser will remain responsible for the applicable shipping and handling charges associated with the Product return.
- B. Customer Satisfaction - Unopened Product
- a. Mirachem shall
    - I. Refund the original purchase price paid by Purchaser for any unopened Product still in saleable condition;
    - II. Less any shipping and handling or other ancillary charges;
    - III. Including any original shipping and handling charges,
    - IV. Less a restocking fee of 15% of the original purchase price.
- C. Customer Satisfaction - Opened Product
- a. Mirachem shall
    - I. Refund the original purchase price paid by Purchaser;
    - II. Less a restocking fee of 20% of the original purchase price.
- D. Customer Accommodation
- Mirachem may at any time and under any circumstance, in its sole discretion and for any reason it deems necessary or advisable, choose to provide any accommodation, compensation, allowance, refund, or other consideration that is more favorable to Purchaser than this Product Guarantee may require. Such circumstances shall not be construed as a precedent, nor as a waiver of any right or option granted to Mirachem hereunder, nor as a requirement or indicator of how Mirachem may or may not act in the future, under similar or different circumstances.

## 12. PURCHASER'S OBLIGATIONS

The Purchaser has the following obligations under this Product Guarantee:

- A. Making all determinations as to the suitability of a Product for a particular application.
- B. Conducting reasonable due diligence to validate that a Product is suitable for a particular application. (Mirachem makes complimentary product samples available for this purpose.)
- C. Storing and Handling the Product as indicated in the Safety Data Sheet (SDS).
- D. In the event that a Product fails to satisfactorily perform in a particular application, make a reasonable effort to work with Mirachem to address deficiencies

## 13. GUARANTEE LIMITATIONS

Mirachem shall not be liable for incidental or consequential damages of any kind (whether for personal injury, lost profits, or otherwise), whether arising from breach of this Product Guarantee, negligence or other tort or

otherwise, which result from the use or misuse by the Purchaser, its employees, agents, or others, of the Product supplied hereunder. The Purchaser's sole and exclusive remedy against Mirachem for any breach of this Guarantee or otherwise shall be, at maximum, for the purchase price of the Product and any applicable shipping and handling costs.

#### 14. **COMPLIANCE RESPONSIBILITY**

Mirachem does not undertake, as part of this Product Guarantee or as a matter of Product representation, to provide any devices, processes, services, or professional consulting that might be required by any local, state, or Federal laws, ordinances, regulations and the like for pollution control, material disposal, environmental responsibility, employee health and safety, or engineering/construction code compliance. Compliance with such requirements is the responsibility of the Purchaser or the end user.

#### 15. **VOIDING OF GUARANTEE**

This Product Guarantee shall be null and void under any of the following circumstances:

**A. Misuse**

Product is used in a manner inconsistent with the directions for use listed on the label, is not handled and stored as indicated in the Safety Data Sheet (SDS), is used in violation of any applicable law or regulations, in disregard of any published caution or warning, or in a manner inconsistent with reasonable and prudent standards for the use of chemical materials.

**B. Unsupported Procurement**

Product is used by, or is in possession of, a party who has obtained it in a manner inconsistent with Mirachem's Standard Sales Terms and Conditions.

**C. Conflict of Commercial Purpose**

Product is used by, or is in possession of, a party in conflict with Mirachem's Commercial Purpose.

**D. Contamination or Adulteration**

Product is adulterated, contaminated, or otherwise changed in any way, except as described in the directions for use or in other authorized sales and support materials.

**E. Misappropriation of Intellectual Property**

Product, its underlying Technology, or Mirachem's confidential business information or processes are accessed or used in any manner other than that described in its Standard Sales Terms and Conditions.