



Mirachem, LLC

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Mirachem Policy Center – Customer Policies

M-1060.1.7 Mirachem Product Guarantee

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THIS POLICY CONTAINS INFORMATION REGARDING MIRACHEM'S GUARANTEE FOR ITS CONSUMABLE CLEANING PRODUCTS. This Guarantee does not apply to 3rd party products, equipment, parts or other ancillary products or materials purchased through Mirachem. For information on these items, see Mirachem's Parts and Equipment Warranty. Printed versions of this document may not reflect the most current information. The most current revisions may always be found online.

A. 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 customer how they may take advantage of the guarantee.

B. RESPONSIBLE MANAGER

The responsibility for developing, managing, and implementing this policy, and all Company activities deriving from it, shall rest with Mirachem's Chief Customer Officer.

C. SCOPE OF POLICY

This policy applies to all consumable products manufactured by Mirachem, LLC, which carry an authorized Mirachem brand name, when purchased directly from Mirachem in accordance with Mirachem's Standard Sales Terms and Conditions (online at Mirachem.info/106011) or from a sales agent authorized to resell Mirachem products.

D. GUARANTEE STATEMENT

Mirachem guarantees that its consumable Products are free from Defects in materials or workmanship under normal use, service and storage conditions, as described on the label and in corresponding sales and support materials, for a period of one (1) year from the Time of Purchase, or the expiration of product shelf life, whichever is sooner.

E. SATISFACTION GUARANTEE – UNUSED PRODUCTS

Mirachem provides a product Satisfaction Guarantee for unused product. Purchaser may return unopened, saleable Product for any reason, subject to the terms and conditions of this Guarantee, within thirty (60) days of the Time of Purchase.

F. SATISFACTION GUARANTEE – USED PRODUCT

Mirachem provides a product Satisfaction Guarantee for used product. If a product fails to meet Purchaser's needs, Purchaser may return opened Product, subject to the terms and conditions of this Guarantee, within thirty (30) days of the Time of Purchase.

G. RETURNS

Product returns are made under Mirachem's Return Policy (online at Mirachem.info/M1060111).

H. RETURN, REPLACEMENT, REFUND

Mirachem's sole liability under this Guarantee shall be for the return, replacement, and/or refund of the purchase price paid for covered Product.

I. DEFINITION OF DEFECT

When used herein, Defect shall mean:

1. Failure of covered Product(s) to meet a relevant Certification, Approval or Declaration published by Mirachem.
2. Failure of covered Product(s) to conform to Mirachem's quality standards during the published shelf life of the Product(s).
3. Failure of covered Product(s) packaging/container to function as required to derive normal use and benefit from the Product(s).

As described in Mirachem’s Standard Sales Terms and Conditions Purchaser is responsible for deciding as to the suitability of Product for the intended application. Mirachem is not liable for ensuring Product usability in customer applications, and failure of Products to perform in a given application does not in and of itself constitute a Defect. Purchasers are encouraged to conduct evaluations of Product performance prior to purchase and Mirachem can assist with sample Product for this purpose.

J. TERMS & CONDITIONS

This Guarantee is subject to the following terms and conditions:

1. Purchaser may be required to provide valid proof of purchase for applicable Products
2. Purchaser shall be required to retain, and at Mirachem’s request return, all unused Product, original packaging, labeling, and documentation.
3. Customer may be liable for shipping, handling and/or restocking fees associated with Products returned under this Guarantee for reasons other than Defect.
4. For Custom Orders, this Guarantee is modified as described in Mirachem’s Custom Order Sales Terms And Conditions.
5. Mirachem’s obligation of return, replacement and/or refund, and Customer’s liability for shipping, handling and/or restocking fees, shall be determined as follows:

a. Claim of Defect:

If Customer claims product Defect as described herein, return of applicable Product(s) to Mirachem will initially be made at Customer’s expense and according to shipping arrangements directed by Mirachem. If returned product is found by Mirachem to be Defective, Mirachem shall, at its expense, either replace the defective Product or refund the purchase price paid by Customer, at Customer’s option, including any original shipping and handling charges, as well as any shipping and handling charges associated with Customer’s return of defective Product.

b. No Defect Found:

If Product returned by Customer is found by Mirachem to be free of Defect, Mirachem shall refund the original purchase price paid by Customer for any unopened Product still in saleable condition, less any shipping and handling or other ancillary charges, and less a restocking fee of 15% of the original purchase price. Customer will remain responsible for the applicable shipping and handling charges associated with the Product return.

c. Satisfaction Guarantee – Unused Product:

Customer may return Product for any or no reason under the Satisfaction Guarantee described herein. Return of products to Mirachem will be made at Purchaser’s expense, and upon receipt of returned Product, Mirachem shall refund the original purchase price for any unopened Product still in saleable condition, less any shipping and handling or other ancillary charges, and less a restocking fee of 15% of the original purchase price.

d. Satisfaction Guarantee – Used Product:

Upon Purchaser’s determination that Product has failed to meet its needs in an application, Purchaser shall be required to contact Mirachem to obtain product support and/or technical guidance. If Product cannot be made be satisfactory for use in the application, Purchaser may return Product under the Satisfaction Guarantee. Return of products to Mirachem will be made at Purchaser’s expense, and upon receipt of returned Product, Mirachem shall refund the original purchase price paid for returned Product, less any shipping and handling or other ancillary charges, and less a restocking fee of 15% of the original purchase price.

e. Customer Service Accommodation:

Mirachem may at any time and under any circumstance, in its sole discretion, chose to extend any accommodation, compensation, allowance, refund or other consideration to Purchaser that is more

favorable to Purchaser than the provisions of this Guarantee require, as Mirachem deems necessary or advisable for customer service or goodwill purposes. Such circumstances shall not be construed as a precedent nor as a waiver of any right granted to Mirachem hereunder, nor as a requirement or indicator of how Mirachem may act in the future under similar circumstances.

K. **GUARANTEE SUPPORT**

To request Product support or service under this Guarantee, Purchaser must notify Mirachem's Customer Support Department via email at Support@Mirachem.com or by calling toll free 800-847-3527.

L. **GUARANTEE LIMITATIONS**

Mirachem's obligations under this Guarantee are limited to Products produced by Mirachem and which have been delivered to Customer in original, quality-controlled condition. Any product received by Customer which is not in such condition should be rejected as described in the Mirachem Freight Program (online at Mirachem.info/M106019).

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 Guarantee, negligence or other tort or otherwise, which result from the use or misuse by the customer, its employees or others, of the Product(s) 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(s) and any applicable shipping and handling costs.

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

M. **VOIDING OF GUARANTEE**

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

1. Improper Possession:

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

2. Improper Use:

Products are used in a manner inconsistent with the directions for use listed on the label, 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.

3. Product Contamination or Adulteration:

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

4. Resale:

Products are resold, transferred or assigned to another party without the prior knowledge of Mirachem or in any state other than original, quality-controlled condition

N. **INTERPRETATION**

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law, but if any portion of any provision shall be invalid or prohibited by applicable law, such portion shall not invalidate the remaining provisions. All headings contained herein are for reference purposes only and shall not affect the interpretation of this policy.

O. **ASSIGNMENT**

Mirachem may, in its sole discretion and without additional notice assign or delegate some or all its rights or obligations hereunder to any affiliate, successor, or assign.

P. CHOICE OF LAW OR FORUM

All aspects of this Guarantee, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Arizona, United States of America or, to the extent applicable, federal law of the United States of America. In any litigation subsequently arising out of this policy, Mirachem and Customer hereby submit to the exclusive jurisdiction of the state or federal courts of Maricopa County, Arizona, United States of America.