



Stillwell



**LIMITED PRODUCT
WARRANTY**

STILLWELL INC – 2 YEAR LIMITED WARRANTY

1. Limited Warranty. Stillwell Inc. (“Stillwell”) provides a two (2) year limited warranty to the original consumer (“You”) which purchased a Stillwell product (“product”). Stillwell Inc. warranty assures that the product will be free from defects in both materials and workmanship for a period of two (2) years. Provided that the installation and use of the product is in accordance with the product instructions including installation instructions, operation instructions, and all warning labels. No other warranties express or implied, are provided. If the product does not meet with this warranty’s terms, Stillwell will replace the product without charge to You.

Stillwell disclaims all implied warranties of merchantability and fitness for a particular purpose

2. Limitations of Warranty. This limited warranty does not cover (i) Normal wear and tear; (ii) Damage through abuse, neglect, accident or misuse; (iii) Improper installation, welding, mounting, maintenance, repair, or operation; (iv) Damage due to overloading, side-loading, or improper positioning of the product due to mounting or use; and (v) Alteration of the product in any manner other than by Stillwell with the exception of alterations made in accordance with product instructions that were performed in a workmanlike manner.

3. Remedies. IN NO EVENT SHALL STILLWELL BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, ATTORNEYS’ FEES, DAMAGE TO BUSINESS OR BUSINESS RELATIONSHIPS OR LOSS OF GOODWILL, WHETHER FOR BREACH OF WARRANTY OR FOR BREACH OF ANY CONTRACTUAL TERM OR LEGAL DUTY IN



CONTRACT, TORT, STATUTE, OR OTHERWISE, RELATING TO THE SALE OF GOODS
BY STILLWELL.

In any event, Stillwell's liability to You, regardless of the form of action, shall not exceed the total amount actually paid by You to Stillwell for the product (see section 4. Warranty Claims for labor allotment). No action, regardless of form, arising out of or alleging either a breach of any warranty or a breach of contractual term or legal duty may be brought more than one (1) year after the cause of action accrues. Refunds shall not be issued on any goods that have been altered or defaced in any way, except for product that has been welded or mounted in compliance with Stillwell installation instructions, and performed using reasonable quality workmanship. Stillwell shall not be responsible for disassembling cost and shall not issue a refund for any goods in assembled units. Stillwell's sole liability for defective or non-conforming parts in breach of Stillwell's warranty shall be determined by Stillwell and limited to either providing You with a replacement product, issuing a refund, or performing repairs to the product.

4. Warranty Claims. Only warranty claims with prior oral or written authorization by Stillwell will be recognized all other claims will be denied. Stillwell may reimburse labor service or labor up to a rate of \$100/hr. up to a max of 4 hours (\$400) incurred in removing or replacing a product or any damages of any kind. To make a warranty claim, contact Stillwell in writing at the address shown immediately below or complete the digital form at <https://www.stillwellinc.com/warranty-request/>:

Stillwell Inc.
c/o Warranty Claims



12401 Washburn Avenue South
Burnsville, MN 55337

Your written warranty claim must include (a) product model number; (b) purchase receipt; (c) location where the unit was purchased; and (d) a brief description of the claim. A written response will be issued to your return address with instructions for returning the product. Any returned product that is replaced or refunded becomes the property of Stillwell. Stillwell will be responsible for return shipping costs. Please retain your purchase receipt as warranty claims will not be honored without it.

5. Technical Advice. Any technical advice furnished by Stillwell to You before or after delivery of product in regard to the use of the product is furnished on the basis that it represents Stillwell's best judgment under the circumstances but that it is used at sole risk. Stillwell makes no representations or warranties relating to such technical advice.

6. Force Majeure. Stillwell does not assume the risk of and shall not be liable for delay or failure to perform any of its obligations by reason of circumstances beyond the reasonable control of Stillwell (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays, or failures in delivery of carriers or suppliers, acts of terrorism, shortages of materials, failure of any equipment or tooling, or any other cause beyond Stillwell's reasonable control.

7. Governing Law/Venue. The rights and obligations of the parties hereunder shall be governed by

the laws of the State of Minnesota, without regard to any conflict of laws provisions. Any dispute, controversy or claim involving Stillwell and You shall be venued in a state or federal court situated in the State of Minnesota and the parties each consent to the exclusive jurisdiction of such courts.

8. Assumption of Risk. You acknowledge and agree that any use of the product for purposes other than the specified use(s) stated in the product instructions is at Your own risk.

9. Non-transferable. This warranty is non-transferable.