

MUM Industries, Inc., doing business as Integra Enclosures®, Strongbox® and The EMF Company® (collectively the “Company”), warrants to its Customer that the enclosure products and components that it itself manufactures (the “Product”) will be free from defects in materials and workmanship from date of shipment from the Company’s facility, as follows:

Polycarbonate Products - One (1) year; Stainless Steel Products - Ten (10) years;
Mild Steel Products - One (1) year; Cold Rolled Steel Products - One (1) year; Aluminum Products - Five (5) years.

This limited warranty shall be null and void and no part of it shall apply if any one of the following occurs: 1) the Product has not been properly installed by a qualified installer in accordance with all manufacturer specifications; 2) the Product has been subject to unauthorized service; 3) the Product has been subject to mishandling, misuse, or abuse; 4) the Product has been modified; 5) the Product has suffered damage resulting from vandalism, fire, earthquake, acts of nature, or any other cause which the Product was not designed to withstand; or 6) the Product has been used, or attempted to be used, for other than the customary usage or for other than the Product’s intended use.

The Company cannot and does not assume liability for defective parts or components (or damage caused by defective product parts or components) that are not manufactured by the Company, even if such product parts and components are incorporated, contained or used in conjunction with any Product. Any parts or components manufactured by third parties that are incorporated, used or contained in the Products are or may be separately warranted by the manufacturer of said parts or components. The warranty provided to the Customer for parts or components manufactured by a third party is limited in time and remedy to the actual warranty (if any) provided by such third-party manufacturer, and the Company does not separately warrant the same.

This Limited Warranty extends only to the original commercial or residential purchaser. This Limited Warranty is not transferable. Neither employee, distributor, dealer, agent or representative is authorized to change the terms of this Limited Warranty in any way, to extend the warranty time periods, or to grant additional warranties, and no attempt to do any of the foregoing will be binding upon the Company.

If within the warranty period any Products or components shall be proven to the Company’s satisfaction to be defective, then and in that event, the same shall be repaired or replaced at the option of the Company. Claims for defects in material and workmanship covered by this Limited Warranty must be made in writing. The Product must be returned to the Company’s facility, at Customer’s expense, for inspection. If determined by the Company to be defective in material or workmanship, and to otherwise be covered by this Limited Warranty, the Product will be replaced or repaired at the option of the Company, in its sole and absolute discretion, free from all charges except authorized transportation. Any replacement Product or component may be a model determined by the Company to be equivalent to the defective model, or a Product that has been factory refurbished. The remainder of the original warranty period will apply to any repair/replacement Product or component.

THE REMEDIES OF THE CUSTOMER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES (INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) AND NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE COMPANY IN CONNECTION WITH THE MANUFACTURE OR SALE OF ITS PRODUCTS. NO WARRANTY SHALL EXTEND BEYOND THE APPLICABLE TIME PERIOD STATED ABOVE. THE LIABILITY OF THE COMPANY, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR PART FOUND BY THE COMPANY TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP. THE COMPANY SHALL NOT BE LIABLE FOR COST OF REMOVAL OR INSTALLATION. NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF THE COMPANY.

Whether based on any Warranty claim or otherwise, the Company will not, in ANY event, be liable for any loss of profit, interruption of business or any other special, consequential or incidental damages suffered or sustained by Customer. The Company’s total maximum liability to the Customer in respect of the manufacture and sale of Products is limited to the Warranty stated herein and, if any claim by Customer is based on a theory other than the Warranties, then the damages are limited to the total monies received by the Company from the Customer for the purchase order in which the particular Products purchased by Customer are determined to be defective or the basis for any Customer claim. The total maximum liability for scheduled orders that are drawn against a master purchase order will be the monthly total of the affected order or the total value of the items affected, whichever is less.