General Product Warranty



Mac Rak warrants to the original end user that all Mac Rak products purchased from Mac Rak or from an authorized Mac Rak distributor will be free from defects in material and workmanship for the lifetime of the product commencing on the date of installation.

NOTIFICATION PROCEDURE

Within forty-eight (48) hours of discovery of any actual or suspected defect in the Product(s), the original end user shall contact Mac Rak, in writing, describing the defect and furnishing copies of the original purchase order (listing product description, quantity, and price), and a copy of Mac Rak’s (or, if applicable, Mac Rak’s approved installer’s) standard installation sign off sheet provided to the original end user after satisfactory completion of an installation project.  Failure to provide any of the foregoing documents may void this warranty in Mac Rak’s sole discretion.

Promptly upon discovery of an actual or suspected Product defect, the affected area of the rack shall be unloaded and removed from use until it has been repaired, replaced and/or cleared for use. Failure to promptly unload the rack following discovery of an actual or suspected defect shall void this warranty, and Mac Rak shall not be liable for any damages or injuries resulting from the defect.

REMEDY OPTIONS

Within 60 days of notification pursuant to the above Notification Procedure, Mac Rak will investigate the defect claim and, at its sole discretion, replace, repair, retrofit or refund the material and installation cost paid by the end user for all product deemed defective.

LIMITATIONS

Material and quality of workmanship is warrantied for the lifetime of the Product. Product(s) not installed by a Mac Rak certified installer must meet the same installation criteria published in the Mac Rak Installation Procedures Manual. Except for products subject to the ELITE, ADVANTAGE and BULLDOG impact warranty set forth below, this warranty does not extend to product subjected to unreasonable or nonstandard force from warehouse or other operations. (See ELITE, ADVANTAGE AND BULLDOG impact warranty below).  This warranty does not extend to the exterior surface finish of the Product.

THE FOLLOWING CONDITIONS SHALL VOID THIS GENERAL WARRANTY:

The following conditions shall void this general warranty:

* Product rendered defective as a result of unreasonable impact.
* Any modification to the product by any entity other than Mac Rak unless approved, in writing, by Mac Rak.
* Subjecting Product to unreasonable or nonstandard force from warehouse or other operations.
* Improper use from excessive loading in excess of established RMI load tables.
* Failure to maintain the product consistent with the manufacturer’s and/or Mac Rak’s recommendations.
* Improper use of the repair component found not compliant with Mac Rak’s or the rack manufacturer’s specifications and/or recommendations.
* Exposure to corrosive environments or other extreme conditions.  All Mac Rak repair components  are for indoor use only.
* Damage to Product caused by any Force Majeure .
* Unreasonable delay in reporting any claimed defect.
* Failure to promptly unload rack following discovery of an actual or suspected defect.
* Damage to product after it leaves the possession of the Seller.

LIMITATION OF LIABILITY

Mac Rak’s liability, whether based in contract, tort, negligence, strict liability or other theory and whether contractual or extra-contractual, shall be limited to the price paid by the end user for the Product(s) in question.

In no event shall Mac Rak be liable for any accidental, indirect, incidental, punitive, special or consequential damages including, without limitation, injury, downtime, reinstallation, loss of production, lost revenue, lost profit, or any other loss resulting from a performance failure of a Mac Rak Product.

Mac Rak’s warranties are made for the exclusive benefit of the end user of our product.  This limited warranty is not transferable to any assignee, successor or transferee of the product who subsequently comes into title possession of the Mac Rak product following the original end user.

If any part of this limited product warranty is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this limited warranty shall remain in full force and effect.

This Mac Rak Limited General Product Warranty is in lieu of any and all other warranties.  Any other warranties, express or implied, including, but not limited to warranties of merchantability or for fitness for a particular purpose are disclaimed. All other representations or affirmations of fact, including fitness for use, suitability of performance or capacity claims made by a Mac Rak distributor, their employees, or Mac Rak’s employees are hereby expressly disclaimed.

Mac Rak reserves the right to assign the rights and obligations of this warranty without consent or notification to Mac Rak distributors or original end users.

This limited product warranty will be governed by and construed in accordance with the laws of the State of Illinois.

ENHANCED IMPACT WARRANTY FOR ELITE, ADVANTAGE AND BULLDOG PRODUCT LINE

In addition to all Terms and Conditions above, Mac Rak provides a limited lifetime impact warranty to all Elite and Advantage style repair kits (the “Enhanced Warranty”).  This Enhanced Warranty does not extend to Elite or Advantage kits with non-standard product enhancements (i.e., external structural channels), anchors or the connection points of the parent frame.  Elite repair kits made from material other than tubing are excluded from the Enhanced Impact Warranty.  This includes punched post structural or roll form material. This Enhanced Warranty is limited to the repair kit and does not include any Product to which the repair kit is affixed.

Mac Rak warranties Elite style kits against impact damage which exceeds RMI/ANSI 16.1 current standards for safe use.

Mac Rak warranties Advantage style kits against impact damage which exceeds RMI/ANSI 16.1 current standards for safe use. The impact warranty is restricted to the height of the deflector only.

Mac Rak warranties Bulldog style kits against impact damage which exceeds RMI/ANSI 16.1 current standards for safe use from the floor to the top of the repair kit.

There is a limited one-year impact warranty on the Bolted Advantage repair kit with an internal reinforcement.

In some instances, Mac Rak may recommend that the customer or end user use a certain type of repair kit.  If a repair kit of lessor impact resistance is chosen by the customer or end user in place of the recommended kit, the Mac Rak Warranty would not apply to those kits.

This limited impact warranty for Elite, Advantage and Bulldog kits does not include installation labor, nor damage to anchors, floor, or subsequent damage isolated to the parent frame or the repair kit connection point, provided that the foregoing shall not limit the warranty provided by a national agreement, if applicable.

The Enhanced Warranty shall only apply where the repair kit has been installed by Mac Rak or a Mac Rak certified installer; Mac Rak does not warranty repair kits installed by non-certified personnel.

Notification and remedy procedures for impact damage claims on Elite, Advantage and Bulldog style kits are the same as those stated above for the General Product Warranty.