



The **Mirachem**[®] Corporation
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Fluid Product Warranty & Guarantee

The Mirachem Corporation (Seller) warrants that its fluid products purchased directly from the Seller, its authorized distributor or sales representative, are free from defects in materials under normal use and service as described on the label and in company sales materials for a period of (1) one year from the date the customer receives the product.

To invoke the provisions of this warranty, the purchaser must immediately notify Seller of their intent to return the products to the Seller by contacting the representative who originally sold the product, or the Seller's Customer Service Department, and requesting a Return Authorization. Products may be returned at Seller's expense, provided proof of purchase can be provided, and that product includes original packaging, labeling and documentation. A copy of the original Mirachem invoice and/or sales order is required.

If the returned products are determined by the Seller to be defective, the Seller will, at its cost and at its option, replace all products returned to it, or refund the purchase price of the products.

If the returned products are determined by the Seller to be free of defects, the Seller will either replace the products sold to the customer or refund the purchase price paid by the customer, less 15% of the purchase price for a restocking fee, plus any shipping costs paid for by the Seller.

The Mirachem Corporation also provides a Product Satisfaction Guarantee, which provides that any Mirachem product may be returned to the Seller for a full refund of the purchase price.

To invoke the provisions of this guarantee, the purchaser must immediately notify Seller of their intent to return the products to the Seller by contacting the representative who originally sold the product, or the Seller's Customer Service Department, and requesting a Return Authorization. Seller will accept products for return with freight at Purchaser's expense, provided proof of purchase can be provided, and that product includes original packaging, labeling and documentation.

If return is made within 30 days of original purchase, and is for reasons relating to product's failure to perform to customer's satisfaction, upon receipt of merchandise, Seller will, refund the purchase price paid by the customer.

If return is not made within 30 days of original purchase, or is not for reasons relating to product's failure to perform to customer's satisfaction, upon receipt of merchandise, Seller will, refund the purchase price paid by the customer, less 15% of the purchase price for a restocking fee, plus any shipping costs paid for by the Seller.

Additional Provisions of Warranty and Guarantee

This warranty and/or guarantee is null and void if:

1. The product is used inconsistently with the product's directions for use.
2. The product is adulterated or diluted in any way except as specified in the directions for use.

3. The product is resold, transferred or assigned to another party without the Seller's knowledge, or in any state other than original, quality control inspected condition

Seller's responsibilities under this warranty and/or guarantee are limited to product(s) produced and distributed by Seller which have been delivered to customer in original, quality control inspected condition, with seals and packaging intact. Any product received by purchaser that is not in such condition should be rejected at the point of introduction. By knowingly receiving, using, repackaging or selling such product in non-standard condition, Purchaser relieves Seller of any obligations under this warranty.

The Seller 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 warranty, negligence or other tort or otherwise, which result from the use or misuse by the customer, its employees or others, of the product supplied hereunder. The customer's sole and exclusive remedy against the Seller for any breach of the foregoing warranty or otherwise shall be for the purchase price of the product and any shipping costs.

The foregoing warranty is exclusive and in lieu of all other expressed and implied warranties and representations whatsoever, including but not limited to those of merchantability or of fitness for a particular purpose. No statement of any representative shall extend the Seller's liability as herein established or limited.

Seller does not undertake, as part of this warranty 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.