



## LIMITED WARRANTY

GG Schmitt & Sons provides the following limited warranty to all Original Equipment Manufacturers (“OEMs”) who purchase products from GG Schmitt & Sons, in accordance with the guidelines listed below.

### **A. Limited Warranty**

1. GG Schmitt & Sons warrants that its manufactured parts for welded aluminum frames are free from defects in workmanship when used in the manner for which the parts were designed and intended for a period of two (2) years from the ship date to the OEM.
2. GG Schmitt & Sons warrants that its manufactured parts for Stainless Steel Product are free from defects in workmanship when used in the manner for which the parts were designed and intended for a period of two (2) years from the ship date to the OEM.
3. GG Schmitt & Sons warrants original GG Schmitt & Sons-applied powder coat for a period of one (1) year from the ship date to the OEM. GG Schmitt & Sons warrants that the powder coat applied by GG Schmitt & Sons meets or exceeds the industry standard with regards to pretreatment, adhesion, and durability.
4. GG Schmitt & Sons warrants that its components are free of manufacturing defects in workmanship when used in the manner for which they were designed and intended for a period of one (1) year from the ship date to the OEM. “Components” is defined as electrical components, lights, switches, fasteners, and fiberglass components.
5. GG Schmitt & Sons warrants the workmanship in the **INSTALLATION ONLY** of the windshields that are factory-installed by GG Schmitt & Sons for any defects or poor workmanship in the installation of the windshields for a period of one (1) year from the ship date to the OEM.

### **B. Exclusions**

GG Schmitt & Sons provides the warranty above ONLY when the product warranted is used in the manner for which it was designed and intended and for an “appropriate use,” which is to be determined by GG Schmitt & Sons.

1. This warranty does not apply under the following circumstances and examples of “inappropriate uses:”



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- a. Using rod holders for any purpose other than storage of rods.
- b. Failure to properly maintain ordinary care and usage of the product.
2. This warranty is non-transferrable and applies only to the OEM, licensed dealer and first end-user.
3. This warranty does not apply to aftermarket equipment or accessories not installed by an OEM.
4. This warranty does not apply to scratches or chips in the powder-coated areas that are a result of impact or other damage.
5. This warranty does not apply to any defects or damage to parts not manufactured by GG Schmitt & Sons.

### **C. Obtaining Warranty Service**

1. **REQUESTS FOR WARRANTY SERVICE WILL NOT BE CONSIDERED UNLESS THE FOLLOWING ARE INCLUDED**
  - Part Number – GG Schmitt Part Number is Preferred (See Packing Slip)
  - PO Number
  - Pictures of Defect/Damage
  - Any Pertinent Information
2. GG will perform initial evaluation based on information received
3. If determined actionable, GG will email return authorization to customer
4. Once customer receives return authorization, parts should be returned to GG within two weeks
5. Once received, GG will perform evaluation to determine chargeable or non-chargeable return
6. If non Chargeable, customer will be notified and GG will repair and return product
7. If chargeable, GG will send quote for repair to customer
8. This Warranty only applies when an OEM customer applies to obtain warranty service. GG Schmitt & Sons will not accept warranty requests from dealers or end-users
9. All RMA parts will be expedited through the GG production process

### **D. LIMITATION OF LIABILITY**

Coverage or repair provided under this warranty does not constitute an admission of liability. Liability pursuant to this warranty is limited to the cost of parts. Specifically excluded are any damages associated with the alleged defect.



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### **E. MISCELLANEOUS**

1. Any dispute arising pursuant to this Limited Warranty shall be governed by the laws of the State of Florida and shall be brought in a court of competent jurisdiction in Sarasota County, Florida.
2. By accepting this warranty, all purchasers agree to waive their right to a trial by jury.
3. This warranty is the complete and full warranty provided by GG Schmitt & Sons and modifies, supersedes, and replaces any previous warranties or promises, oral or written.
4. This warranty may be amended or modified at any time by GG Schmitt & Sons with or without notice, but CANNOT be modified without the express written consent of a GG Schmitt & Sons.