All sales are subject to credit approval. Terms are two percent ten days – net 30.

Returning Merchandise

Requests for returning purchased items are subject to factory approval.

A Returned Goods Authorization (RGA) form must be obtained from the factory prior to returning any McGuire products. Returned merchandise must be in their original cartons, listed in our current List Price Sheet and in clean resalable condition.

Only material produced by McGuire Manufacturing Co., Inc will be accepted.

All returns are for account credit only. No cash value.

Restocking Charge:

- Material other than SaniGuard, ProWrap and Marine Trap products, that was shipped within 12 months of the return request is subject to a 25% charge.
- McGuire will reduce the restocking charge for such material to 15% if the customer places an offsetting order of value equal to or exceeding the value of the return. The offsetting order must be placed at the time the RGA is requested.
- SaniGuard, ProWrap and Marine Trap products shipped within 12 months before McGuire's receipt of return request is subject to a 50% restocking charge. McGuire will reduce the restocking charge on these products up to 35% if the customer places an offsetting order of value equal to or exceeding the value of the return. The offsetting order must be placed at the time the RGA is requested.
- Material that was shipped more than one year before the return request is not returnable. Shipping dates are determined according to packaging date or if none, the date stamped on the product, or, if none, the invoice dates.

Minimum Return Policy

Return requests less than $200 net will be charged $50 processing fee in lieu of any restocking charge.

Non-Returnable Product Policy

Specific McGuire products may require written pre-approval from McGuire at the time of purchase, including items with special finishes and various non-catalog items.

Special Finish – Terms & Conditions

• **Lead Time:** 110 days from order confirmation, stocked items will ship 2-3 days ARO

• **MOQ:** 100 units per SKU required on non-stocked Items

- No MOQ on Stocked Items (see sell sheet for details)

• **Returns/Cancellations:** No returns or cancellations after the order has been acknowledged

• **Finish Variations:** Minor color/texture differences can be expected

• **Approval:** Special finish non-returnable form must be signed off by the customer and accompany the PO

Shortages

Claims for shortages must be made by the buyer within 10 days of receipt of shipment. McGuire will not be responsible for any claim for shortage not reported within that period.

No Minimum Order

Orders less than $400 list will be invoiced at list price less 35%.

Freight

We will pay freight on shipments within the continental United States when the order (pre-tax) totals more than $3,500 NET. We select the method of shipment and carrier when we pay the freight.

Limited Warranty

McGuire Manufacturing Co., Inc warrants its products to be free from defects in material and workmanship for the period indicated below by product type measured from the date of purchase:

ITEM	WARRANTY PERIOD
Brass products "Classic" McGuire	3 years
ProWrap®	3 years
Eco Line P-Traps, Strainers and Supply Kits	1 year
Stainless Steel products	1 year

Lite Commercial MCT P-Traps	1 year

McGuire's sole responsibility will be to replace, at no additional charge, any product which proves to be defective within the applicable warranty period. Shipping costs for products located outside the continental United States will be the sole responsibility of the customer. Duties and taxes, if levied, shall be the sole responsibility of the customer.

The above limited warranty shall not apply if the product has been damaged due to abuse, misuse, improper installation, accident, or other cause not within McGuire's control. This limited warranty is conditioned on the product being properly installed, used and serviced.

The above limited warranty is the sole and exclusive warranty, all other warranties are disclaimed, whether expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event shall McGuire be responsible or liable for any special, incidental, or consequential damages or losses arising from the use of this product.

McGuire may, at its option, alter the contents of this limited warranty at any time. These changes will affect products manufactured after the effective date of this policy.

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eChannel Partner Policy

This Policy will maintain the substantial goodwill, reputation, and integrity of McGuire's brand over time. Additionally, it will ensure that our customers are getting authentic, high-quality McGuire Products that are covered by current product warranties, as well as accurate product information and product support from qualified and trained sales channel partners. Lastly, the Policy allows McGuire to manage our sales channels better, meet customer expectations, and encourage our eChannel partners to invest in promoting McGuire Products. By establishing and holding all of our eChannel partners to the same standards, McGuire is further able to promote fair competition among all our channel partners.

1. **Online eChannel Authorized Partners Only**

    a. Online sales by authorized eChannel partners only except as otherwise expressly authorized in writing by the VP of Marketing, only authorized eChannel partners who meet the requirements outlined in this Policy are authorized to resell McGuire Products through the secondary e-commerce websites. For the avoidance of doubt, any online seller of McGuire products that is not an Authorized eChannel partner is not authorized to resell McGuire Products online or use McGuire trademarks, copyrights, images or product information for McGuire Products online. We reserve all rights with respect to such unauthorized sales, including without limitation our rights to enforce and protect our intellectual property rights against the unauthorized use thereof.

2. **Authorized eChannel Partner Eligibility**

a. Only eChannel Partners who (A) purchase McGuire Products for resale directly from McGuire; and (B) maintain an open and current trade account in good standing with McGuire for the purchase and resale of McGuire Products through one of our primary distribution channels (wholesale, retail and specialty) are eligible to become Authorized eChannel Partners under this Policy.

3. **Authorized eChannel Partner Requirements**

   a. Market and sell McGuire Products only through websites owned and operated by you. Selling through any third-party websites, including without limitation marketplaces such as Amazon or eBay, dropship accounts (e.g., Buy.com, Jet.com, Newegg, etc.) or classified sites (e.g., Craigslist, Facebook Marketplace, etc.) is strictly prohibited.

   b. Sell McGuire Products only in original packaging and comply at all times with McGuire's logo and trademark usage guidelines available on request and, as updated from time to time, in any online content and marketing materials used to promote McGuire Products.

   c. Provide the following to McGuire:

      i. A complete list of all websites through which you sell McGuire Products, including without limitation all temporary storefronts and seller names across all e-commerce channels. You are responsible for providing McGuire with an updated list within ten (10) business days of any changes to any listed websites or the sale of McGuire Products through additional websites.

      ii. Upon request, e-commerce sales traceability data (excluding pricing detail) for McGuire Products by website and SKU.

      iii. Upon request, an online login account for McGuire to your branded store.

   d. Not modify any McGuire Product descriptions, part numbers or UPCs, or develop new product descriptions, part numbers or UPCs for any McGuire Product.

   e. Comply with applicable laws in connection with the sale and marketing of McGuire Products, including, without limitation, advertising, antitrust, export, and trade compliance laws.

   f. Maintain a minimum of .55 Multiplier (Off Current List Price) Price Point for all McGuire Products sold via eChannel.

   g. Standard McGuire Terms & Conditions apply to all eChannel purchases. partner purchases at standard established discount multiplier. Orders less than $400/list to be invoiced at .65 multiplier.

4. **Authorized eChannel Partner Benefits All Authorized partners will receive the following benefits:**

    a. Product data, images, specifications, installation sheets and videos to promote McGuire Products on the Authorized eChannel Partner websites.

    b. Promotional tools for McGuire Products, including graphics for banners, social media postings and other materials, to promote the sale of McGuire Products on the Authorized eChannel Partner's websites.

5. **Unilateral Enforcement of Authorized EChannel partners Policy McGuire**

    a. Will unilaterally monitor EChannel partners sales activity to ensure compliance with this Policy. McGuire has not sought and will not seek any written or oral assurance of compliance from any EChannel partners, whether in advance of the adoption of this Policy or in connection with any suspected, observed or confirmed violation. As such, this Policy in no way constitutes an agreement between McGuire and any eChannel partners. McGuire will not invite, accept, or respond to any complaint or report from, act at the behest of, nor negotiate with any EChannel partners, in connection with a claim of an alleged violation of this Policy by another EChannel partners. In the event of a violation, which will be identified and finally determined unilaterally by McGuire, at its sole discretion, after investigation, the violating Authorized EChannel partners will be notified in writing (including via e-mail), stating the facts regarding the violation.

McGuire reserves the right at any time to modify or discontinue this Policy, in whole or in part, This Policy does not grant rights to any EChannel partners, and it does not amount to a representation by McGuire that it will do business in any specific way, including for the benefit of any EChannel partners. No EChannel partners may rely on the enforcement or continuation of this Policy. Any inquiries regarding this Policy should be directed to customerservice@mcguiremfg.com