



## ***Limited Warranty Policy***

**Mallory Marine, a division of the Mr. Gasket Performance Group, Inc.**

**Mallory Marine** hereby warrants to the original retail purchaser, subject to the limitations and conditions incorporated herein, that **Mallory Marine** Products are free from defects in material and workmanship for a period of two (2) years from the original retail purchase.

To obtain warranty service for a claim without labor, return the **Mallory Marine** product along with proof of the date of the original retail purchase, freight prepaid to the distributor from whom the product was purchased, the distributor will then forward the product to **Mallory Marine** for evaluation. If the product is determined by **Mallory Marine** to be eligible for warranty, **Mallory Marine** will credit the distributor and the Distributor will credit the selling dealer.

Product properly installed by a Qualified Dealer and determined by **Mallory Marine** to be defective, may be eligible for labor reimbursement. If the claim for warranty is determined by **Mallory Marine** to be valid **Mallory Marine** will advise the dealer of the extent of **Mallory Marine's** responsibility. **Mallory Marine** will settle all labor claims directly with the dealer. Credit for the defective parts and parts related to the warranty repair only, will be issued to the distributor. The distributor will then issue credit to the dealer.

To obtain warranty service for a claim with labor, return the allegedly defective **Mallory Marine** product and any other related damaged parts, along with proof of the date of the original retail purchase, freight prepaid to: **Mallory Marine**, 10601 Memphis Ave., Cleveland, OH 44144.

The duties and obligations of **Mallory Marine** under this Limited Warranty are expressly limited to the repair or replacement (at the sole discretion of **Mallory Marine**) of **Mallory Marine** products, which, in the sole opinion of **Mallory Marine**, have been found to be covered under the terms and conditions of this Limited Warranty. **Mallory Marine** expressly disclaims any duty or obligation to repair or replace any product other than a **Mallory Marine** product.

This Limited Warranty shall become void if it is determined by **Mallory Marine**, in its sole discretion, that products submitted for warranty consideration failed due to normal wear, or show evidence of abuse, lack of proper maintenance, improper installation, misapplication, alteration in any way whatsoever from their original design or negligence in use. **Mallory Marine** reserves the right to extend only the fair market value on claims that cannot be rectified due to unavailability of replacements parts.

**Mallory Marine** expressly retains the right to make changes and improvements in any product that it manufactures and sells at any time, without notice and without any obligation to change the catalogs or printed matter. **Mallory Marine** retains the right to determine, in its sole discretion, whether or not any **Mallory Marine** product is covered by this Limited Warranty.

This Warranty is limited and expressly limits any implied warranty to two (2) years from the date of the original retail purchase on all **Mallory Marine** products and is nontransferable. Some states or countries do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No person, party or corporate entity other than **Mallory Marine** shall have the right to determine whether or not this Limited Warranty is applicable to any **Mallory Marine** product or to authorize any action whatsoever on behalf of **Mallory Marine** under the terms and conditions of this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

This Limited Warranty is in lieu of, and expressly excludes, any and all other warranties, express or implied, including any warranty of merchantability or of a fitness for a particular application or purpose.