

# MCC DENTAL LIMITED WARRANTY

In effect as of June 1, 2021

## INTRODUCTION

At MCC Dental, we stand behind our products with the 15-year casework limited warranty set out below. We want every MCC Dental customer to be satisfied and covered for a long time because we believe that our cabinets are built to last, with a craftsmanship and passion that distinguish us from our competitors. Whether it is modular, custom construction, sterilization or mobile cabinetry, our philosophy is always to design and deliver the absolute best and durable cabinets for your dental office.

## SCOPE OF WARRANTY

MCC Dental warrants that any products manufactured by MCC Dental (except for “Exclusions” below) with defective workmanship under normal interior intended use and service of products will be repaired or replaced. This limited warranty is restricted to defects that are reported to MCC Dental within the applicable warranty period and which prove to be defective upon examination by MCC Dental. This limited warranty is only available to the original retail purchaser of warranted product.

## WARRANTY PERIOD

The applicable warranty period for any particular product, which begins from the date of delivery to the first retail user, is as follows:

- a. 15 years for all MCC Dental brand (custom and modular) casework cabinetry which includes electrical components and door and drawer fronts, but does not include the items listed in b. through e. below or any “Exclusions” listed below.
- b. 5 years for Forest Delivery Systems products.
- c. 2 years for task light ballasts.
- d. 2 years for Promotional mobiles.
- e. 2 years for Retraction Systems.

## EXCLUSIONS

MCC Dental’s warranty does not include coverage for electrical components, plumbing accessories, sinks, and faucets. Warranties for these excluded items are provided by the manufacturer to the first purchaser, and any information on the warranties of these manufacturers will be available with the applicable products.

This limited warranty also does not cover:

- a. Any damage, in whole or in part, caused by misuse, negligence, abuse, change of business location, accident, freight damage, alteration, tampering or the failure to obtain repair or replacement during the warranty period.
- b. Water damage.
- c. Colour changes caused by artificial or natural light.
- d. Products not properly installed, cleaned, used and maintained as instructed in the MCC Dental “installation” and/or “installation/operation” manual for the product.
- e. Consumable products such as surge protection/light bulbs.
- f. Components or products not manufactured by MCC Dental.
- g. Components or products not purchased from MCC Dental or an authorized MCC Dental dealer.

- h. Components or products that have been used directly or indirectly with unauthorized third-party products or parts.
- i. Expenses and costs of maintenance, adjustment, repair or cleaning not expressly authorized by MCC Dental.
- j. Representations or warranties made by anyone other than MCC Dental.

MCC Dental is not responsible for costs and expenses relating to removal, installation, repainting, refinishing or any other costs beyond the replacement or repair of the warranted item.

MCC Dental does not warrant that a repaired or replaced item will have the exact same colour, grain, texture or finish as the original item.

### **OBTAINING WARRANTY SERVICE**

Warranty service must be obtained by MCC Dental or any MCC Dental authorized dealer where warranty service is requested. For more information on warranty service or issues, MCC Dental can be contacted by phone at 1-800-388-6236 or by email at [customerservice@mccdental.com](mailto:customerservice@mccdental.com).

### **EXCLUSIVE REMEDY; LIMITED LIABILITY**

The sole obligation of MCC Dental under this limited warranty is the replacement or repair of defective components or products to which this limited warranty applies.

The maximum liability of MCC Dental, together with its employees, contractors, suppliers, directors, officers, agents, resellers and dealers, to you is limited to the original purchase price you paid for the warranted product.

MCC Dental is not liable for and hereby disclaims any direct, indirect, incidental, consequential or exemplary damages or delays, including but not limited to, damages for loss of income, profit, downtime, employee or independent contractor payments, wages, benefits.

### **OTHER**

No claim or action may be brought against MCC Dental for breach of this limited warranty, an implied warranty, if any, or for any other claim arising out of or relating to the products, more than ninety (90) days following expiration of the limited warranty period to which the claim or action relates.

This limited warranty and any disputes arising out of or in connection with MCC Dental products shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be in the exclusive jurisdiction of the courts located in the Province of Ontario.

If any provision of this limited warranty is invalid or unenforceable, the meaning of such provision will be construed, to the extent feasible, so as to render the provision valid and enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this limited warranty, which will remain in full force and effect. MCC Dental reserves the right to modify or withdraw this limited warranty at any time without notice. Any such modification or withdrawal will not affect products installed and fully paid for prior to the date of such modification or withdrawal.