



LIMITED WARRANTY

Subject to the terms and conditions of this Warranty, Mercer Culinary warrants to the consumer or the entity who or which is the initial purchaser or, in the case of a gift, to the initial consumer recipient of the Mercer Culinary product (hereinafter “you” or “your”), that such product shall be free from defect in materials or workmanship under normal use and conditions (as described below) for your coverage time period from the date of purchase, indicated in the Limited Warranty Product Overview below. If the Product Overview indicates that the product is covered by a Limited Lifetime Warranty, then Mercer Culinary warrants to the User, if the User is a consumer, that the product will be free from defects in workmanship and materials under normal use and conditions for the User’s lifetime. For corporate Users, this limited lifetime warranty shall be limited to a period of 25 years.

(a) **Warranty.** This Warranty covers: (1) all component parts of the product, except as noted below in Exclusions and (2) defects in materials or workmanship under normal use and conditions. For the purposes of this Warranty, “normal use and conditions” means use and conditions that (a) are in accordance with appropriate culinary purposes for said product and (b) are not described in whole or in part in the Exclusions below.

(b) **Exclusions.** This Warranty does not cover:

- minor imperfections, surface markings due to shipping and handling, minor color variations, normal wear and tear, damage from misuse or abuse such as dishwasher or harsh cleaning methods, neglect, accident, alterations and/or modifications not authorized by Mercer Culinary, acts of God, including, but not limited to, fire, tornados, hurricanes or earthquakes.
- knives that are dull, bent, scratched, corroded or marked due to inappropriate use including, but not limited to, cutting on dense surfaces such as glass, marble and other hard counter surfaces, cutting frozen foods or bones, opening cans and jars.
- knives that are dull due to customary wear and tear.
- any Mercer Culinary product that is made of or has wood as one of its components, only the wood portion is not covered because wood is a natural product.

(c) **Remedy.** The sole and exclusive remedy under this Warranty, for any product determined by Mercer Culinary to be defective or to have failed within the coverage period under the use and conditions covered by this Warranty is, at Mercer Culinary’s option, the repair or replacement of the defective product.

(d) **Warranty Service.** To make a warranty claim, you should email Mercer Culinary at sales@mercerculinary.com with a description of the issue being claimed, an image of the product in question, and proof of purchase. In the event you are unable to email, you should contact Mercer Culinary in writing at 1860 Smithtown Ave., Ronkonkoma New York 11779. Should you wish that Mercer Culinary physically examine the product, you should send the product to Mercer Culinary, with proof of purchase, at this same address. Please note that you shall bear the cost of shipment to Mercer Culinary of each product subject to a claim under this Warranty and you are responsible for loss or damage of such product in transit to Mercer Culinary. Mercer Culinary will cover shipping charges associated with returning to you the repaired/replacement product or, if Mercer Culinary determines that your product was not defective as defined under

the Warranty, the Mercer Culinary product you had submitted. **If you have questions, please contact Mercer Culinary Customer Service at 800-221-5202.**

Please note:

- I. Allow 4-6 weeks for inspection and response.
- II. Any sharp items being sent for inspection must be securely wrapped in newspaper or bubble wrap and sent in a sturdy corrugated box for safety purposes.
- III. Do not send any personal items or products other than those made by Mercer that you wish to retain, such as towels, knife guards or other materials used for packing or protection. Said items or products will not be returned.

Limitation of Warranty. This Warranty is in lieu of all other express warranties, obligations or liabilities. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES INCLUDING, BUT NOT LIMITED TO, EACH IMPLIED WARRANTY OF MERCHANTABILITY, SHALL BE LIMITED IN DURATION TO THE COVERAGE PERIOD. EACH ACTION FOR BREACH OF WARRANTY HEREUNDER, INCLUDING, BUT NOT LIMITED TO, BREACH OF AN IMPLIED WARRANTY OF MERCHANTABILITY, MUST BE BROUGHT WITHIN THE COVERAGE PERIOD. UNDER NO CIRCUMSTANCES SHALL MERCER CULINARY BE LIABLE FOR ANY OR ALL EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, NOR FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. No agent, representative, reseller or employee of Mercer Culinary has the authority to increase or alter the obligations of this Warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, or the exclusion or limitation of exemplary or punitive damages, so the above exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

LIMITED WARRANTY PRODUCT OVERVIEW

LIMITED LIFETIME WARRANTY

(25 YEARS FOR CORPORATE USERS)

MX3® Knives

Renaissance® Knives & Forks

Genesis® Knives & Forks

Millennia® Knives & Forks

Praxis® Knives & Forks

Asian Collection Knives

Ultimate White® Knives

Mercer Tools Stainless Steel Knives and Forks

Garnishing and Carving Tools

Hell's Handle® Turners, Forks and Bench

Scraper

ZüM® Knives & Forks

Mercer Clam & Oyster Knives

6 MONTHS

M33082 Corkscrew

M35150 Herb Scissors

Kitchen Shears

Millennia® Pizza Cutters

Mercer Cuts™ M33242 Competition Knife

Mercer Rules™ Measuring Tools

Mercer Grates™ Handheld Grating Tools

Y-Peelers

Hobby Knife

Knife Guards

Combination Sharpening Stones

Millennia® Cut Gloves

3 Way Sharpening Replacement Stones

Utility Bar Knives w/Guards

1 YEAR

Non-Stick Paring Knives with Sheaths
Sharpening Steels
Nylon Cutter Sets
Hell's Tools® Mixing Spoons, Spatulas, Utility
Tongs and Spootensils®
Plating Spoons and Tongs (Precision and
Precision Plus™)
Mercer Taste™ Tasting Spoon/Fork
Pizza Rocker Knife
Fish Bone Tweezers (Deluxe and Standard)
Millennia® Turners, Spreaders, and Pie Servers
Praxis® Turners and Pie Servers
MercerGuard® & MercerMax® Cut Gloves
Frosting Spatulas
MercerSlice™
3 Way Sharpening System
Forged Shears/Scissors
Ring Molds

90 DAYS

Leather & Plastic Sheaths for Produce Knife
Triple Diamond™ M10000 Electric Sharpener
Double Diamond™ M10200 Handheld Sharpener
M15950 Sharpening Guide
Barfly® Mixology Gear
M35525 Baker's Dough Blade (Lame)
Pocket Sharpeners
Silicone Bake/Work Mats
Silicone Plating Brushes and Wedges
M33064 Allergen Safety Storage Tote
Cutlery Storage Cases
Chef Apparel
Hand Slicers and Mezzalunas
Magnetic Knife Bars and Knife Boards
Magnetic Bar Hooks
Milk Shake Collars