

## 10 YEAR WARRANTY

### A. DAMOTECH LIMITED PRODUCT WARRANTY

This Damotech Limited Product Warranty is made to and for the benefit of the Customer only and is not transferable to any assigns or successors or transferees of the original Customer who subsequently purchases, leases or otherwise comes into possession of the Damotech Product.

Damotech Inc. ("Damotech") warrants to the Customer that the Damotech Product purchased through Damotech or through a Damotech Dealer will be free from defects in material and workmanship for a PERIOD OF TEN (10) YEARS from the date of successful completion of the installation by Damotech or a Damotech Dealer (the "Warranty Period") as evidenced by Damotech's installation standard report form signed by the Customer, immediately after completion of the installation (the "Damotech Limited Product Warranty").

**If the Customer discovers within this Warranty Period and promptly notifies Damotech in accordance with the Notifications Reporting Procedure (see Section D below) before the end of the Warranty Period and within 48 hours of the discovery of such defect in design, material or workmanship, Damotech or a Damotech Dealer will, free of charge to the Customer and within a reasonable time after such notification, at its sole discretion: (i) replace, repair or retrofit the defective Damotech Product which will perform as warranted above; or (ii) refund to the Customer the price paid by the Customer for the Damotech Product in question within 30 days of receipt of such Damotech Product by Damotech. The remedy provided above will be the Customer's sole and exclusive remedy and Damotech's and a Damotech Dealer's sole and exclusive obligation under the Damotech Limited Product Warranty. The Customer will be required to supply the proof of purchase and the serial number associated with the defective Damotech Product, failing of which this Damotech Limited Product Warranty will not be applicable.**

### B. DAMOTECH LIMITED PRODUCT WARRANTY LIMITATIONS

This Damotech Limited Product Warranty does not extend to any damage which may result from any force major.

This Damotech Limited Product Warranty does not cover any defects to a Damotech Product or other failures of performance of a Damotech Product which has not been installed by Damotech or a Damotech Dealer. Furthermore, this Damotech Limited Product Warranty does not cover any defects to a Damotech Product or other failures of performance of a Damotech Product if such Damotech Product has been damaged or been rendered defective as a result of:

- use or impact which is in excess of Damotech Product specifications provided to the Customer including the impact test specifications contained therein;
- loading conditions which are in excess of Damotech Product Specifications;
- abusive or improper storage or failure to maintain the upright area and/or the racking system on which the Damotech Product is installed in a manner that complies with the manufacturer's specifications or recommendations; or
- any modification, customization, alteration or addition or attempted modification, customization, alteration or addition to the Damotech Product made by anyone other than a Damotech Dealer.
- Exposure to corrosive environments or corrosive products, including but not limited to salt spray, ocean environment, acids or other extreme conditions which may affect the quality of the Damotech Product.
- 10 Year Warranty does not apply to Damo Guard and accessories.

The Damotech Product will not enhance any properties of the racking system on which it is installed, the upright column that has been retrofitted and reinforced by a Damotech Product or the concrete floor anchor points.



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### **No Other Warranties**

THE DAMOTECH LIMITED PRODUCT WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES OR CONDITIONS OF MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE AND ALL SUCH OTHER WARRANTIES CONDITIONS OR REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, PROPERTIES, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY DAMOTECH'S EMPLOYEES OR A DAMOTECH DEALER'S EMPLOYEES OR OTHERWISE WILL BE DEEMED TO BE A WARRANTY, CONDITION OR REPRESENTATION BY DAMOTECH OR A DAMOTECH DEALER FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF DAMOTECH OR A DAMOTECH DEALER WHATSOEVER.

### **C. Limitation of Liability and Damages**

IN NO EVENT WILL DAMOTECH OR A DAMOTECH DEALER BE LIABLE FOR ANY ACCIDENTAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DOWNTIME, REINSTALLATION, LOSS OF PRODUCTION OR PROFIT OR ANY OTHER LOSSES RESULTING FROM THE FAILURE OF THE DAMOTECH PRODUCT TO PERFORM AS WARRANTED HEREUNDER.

If Damotech or a Damotech Dealer fails to provide the remedies set forth hereunder, or if Damotech or a Damotech Dealer otherwise fails to perform its duties and obligations under any other agreements entered into between Damotech or a Damotech Dealer and the Customer as regards to a Damotech Product and that as a result thereof the Customer has

incurred actual damages, liabilities, losses, costs or expenses, then, Damotech's or a Damotech Dealer's liability to the Customer, regardless of the form of action, whether contractual, extra-contractual, strict or otherwise, will not exceed, in the aggregate, the price paid by the Customer for the Damotech Product in question.

### **D. Notification Reporting Procedure**

All notices or communications to Damotech shall be deemed to have been received on the first business day following their transmittal by fax or e-mail or seven (7) days following their transmittal by mail to the following address:

Damotech Inc.  
Attn: Customer Services  
3525 Grande-Allée Blvd.  
Boisbriand, Quebec  
J7H 1H5

Phone number: (450) 979-6620  
Fax number: (450) 970-3088  
E-mail: info@damotech.com

Damotech may change its mailing address by notifying the Customer in accordance with the present clause.

### **E. Miscellaneous**

This Damotech Limited Product Warranty will be governed by and construed in accordance with the laws of the Province of Quebec, Canada (without regard to any conflict or law rules) and Quebec's courts will have exclusive jurisdiction.

Damotech may assign its rights together with its obligations herein without the Customer's prior consent.

If any part of this Damotech Limited Product Warranty shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Damotech Limited Product Warranty shall remain in full force and effect.

