

### **MANUFACTURER'S WARRANTY, COLD ROOMS**

The warranty described hereinafter cancels and supersedes all other warranties pertaining to the compliance, suitability and durability of the product and its manufacturing materials.

This warranty is granted exclusively to the original purchaser and is, therefore, non-transferable.

SYSTÈMES NORBEC INC., as the product's manufacturer, warrants its product to be free of any defect or faulty manufacture, including delamination, for a period of five (5) years from the date of installation or 45 days after delivery, whichever is the earliest. Accessories, such as handles, hinges, heater wires, thermometers, etc., are covered for a period of one year. All refrigeration material is covered by a separate warranty, if applicable.

Labour required for repair or replacement of parts is under warranty for a period of one year.

All other products or equipment sold by SYSTÈMES NORBEC INC. but manufactured by a third party shall be covered by the warranty of the third party company.

No other warranty or commitment are expressed or implied. This warranty is applicable solely to products manufactured by SYSTÈMES NORBEC INC and installed in Canada. An inspection, satisfactory to SYSTÈMES NORBEC INC., shall determine if a defect becomes a condition to apply this warranty.

This warranty shall not apply in cases where a product is damaged as a consequence of abusive utilization, misuse, improper installation, negligence or modified without the authorization of SYSTÈMES NORBEC INC. This warranty shall not apply in cases where damages to the product result from an act of god or force majeure such as an earthquake, tornado, etc., nor in cases where said damages result from structural problems or events of any nature that are not caused directly by the intrinsic quality of the product under warranty. This warranty shall apply only to the extent that the warranted product has not been altered, changed, damaged nor exposed to conditions that may affect its characteristics.

It is an essential condition to the applicability of this warranty that the installation complies with the assembly details delivered with the panels under warranty, and that said details be strictly adhered to in keeping with the recommendations of SYSTÈMES NORBEC INC., failing which, this warranty will be deemed null and void.

This warranty, if applicable, is and shall be limited to the replacement value of the product under warranty, after depreciation as of the date of replacement, and shall expressly exclude labour costs or expenses, other than those required to replace the defective components, such as but not limited to: labour, travel and living expenses when the product is installed in a remote area, peripheral work related to the replacement, equipment rental expenses or costs relating to any consequential or incidental damages, including but not limited to, loss of revenue, loss of sales, loss of goods or property of any nature whatsoever that shall or may result from a fault or a manufacturing or design defect. In any case, SYSTÈMES NORBEC INC's liability shall not exceed the original purchase price of the sold manufactured equipment.

This warranty shall be interpreted and governed according to the laws applicable in the province of Quebec, Canada. Any litigation shall be submitted in the court of Quebec, district of Longueuil.

#### **THIS WARRANTY COVERAGE IS NON-TRANSFERABLE**

**Warranty Certificate #:**

**Contract #:**

**Effective date:**

**Sold to:**

**Beneficiary:**