

SUPPLIER WARRANTY ON REFRIGERATION SYSTEMS

The warranty described hereinafter cancels and supersedes all other warranties pertaining to the compliance, suitability and durability of the product and its component materials. This warranty is granted exclusively to the original purchaser and is, therefore, non-transferable.

SYSTÈMES NORBEC INC., as the product's supplier, warrants the refrigeration system sold to be free of any defect or faulty manufacture, for a period of one (1) year from the date of installation or 45 days after delivery, whichever is the earliest. This warranty is applicable only in Canada.

SYSTÈMES NORBEC INC. will supply free of charge any component parts found to be defective for a period of one year. The labour required for replacing any defective parts under warranty is covered by SYSTÈMES NORBEC INC., only if the installation workmanship (either at the factory or on site) is covered in the present scope.

The initial installation workmanship is covered by the warranty for a period of one year, only if included in the present scope.

Should the compressor be subject to and extended 4 years warranty (5 years total) and found to be defective within such period, it will be replaced free of charge. The labour required to replace the compressor during the extended period is not covered by the warranty. The replacement compressor will then be warranted for the remaining period covered by the present warranty, providing that the filter-dryer has proven to be replaced at the same time.

Any claim shall be made within 30 days of the repair. Any parts to be replaced under warranty must be made available in exchange for the replacement part. Should a service call be performed by a service contractor not certified by SYSTÈMES NORBEC INC., warranted service work will be paid according to Norbec's service rates and policies.

No other warranty or commitment are expressed or implied. This warranty is applicable solely to refrigeration products supplied 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 the condensing unit was not properly ventilated, insufficient supply of cooling water or failure to provide regular maintenance and service to the system(s). 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 instructions delivered with the system under warranty, and that said instructions are strictly adhered to in keeping with the recommendations of SYSTÈMES NORBEC INC. A refrigeration system start-up report, completed by a certified technician must be provided to 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-TRANSFERRABLE

Certificate of Warranty #:
Contract #:
Effective date:
Sold to:
Beneficiary:

SCOPE OF THE WARRANTY
 Material only
 Material and Installation

COMPRESSOR COVERAGE
 One year
 Five years