

## LIMITED WARRANTY

### Les Produits Balco tech inc.

Balco tech is proud to present its warranty program, which demonstrates its confidence in its workforce and the materials used to manufacture its products. Balco tech offers one of the best warranty on the market, ten (10) years limited warranty on materials and, two (2) years on the installation, all on the terms and conditions that follow.

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#### 1 Definitions

- 1.1 « **Balco tech** » : Means Les Produits Balco tech inc. having its head office at 1113 avenue Demers, Saint-Agapit, Province of Québec, G0S 1Z0.
- 1.2 « **Customer** » : Means any person who has paid for the design, manufacture, distribution or installation services of the Balco Tech products.
- 1.3 « **Force Majeure** » : Means an unpredictable and irresistible event including any event beyond the control of Balco tech that could not reasonably be foreseen or prevented.
- 1.4 « **Warranty** » : Means the Balco tech limited warranty described herein.
- 1.5 « **Products** » : Means all fiberglass products designed, manufactured, distributed or installed by Balco tech or distributed or installed by an authorized reseller.
- 1.6 « **Authorized Reseller** » : Means any contractor or distributor authorized by Balco tech for the sale and installation of its products.

#### 2 Limited Warranty

- 2.1 Subject to the conditions, limitations and exclusions set forth in this document, Balco tech warrants that the products sold are free from defects in workmanship and that they remain efficient and effective during the warranty periods listed below, provided they are used and maintained under appropriate conditions and in accordance with recommended practices.
- 2.2 Balco tech offers a ten (10) years limited warranty from date of installation on materials, manufacturing defects such as air bubbles and cracks in the laminate but not in the surface finish. This warranty does not take effect unless the products have been installed by Balco tech installation service experts or an authorized reseller. In addition, the warranty is limited to the replacement of the defective component only, insofar as this is possible without having to replace all the products. Balco tech will provide, free of charge, for the first five (5) years the labor necessary to repair, adjust or replace any product deemed to be defective from the date of installation. Balco tech will bear the cost of the defective product for the remaining five (5) years but, replacement, installation and

transportation costs will be borne entirely by the customer at the applicable hourly rate and charges.

- 2.3 Balco tech offers a two (2) years limited warranty on installation defects, provided that its have been installed by Balco tech installation service experts.
- 2.4 In case of a valid claim received within the warranty period, Balco tech at its option, i) repair or replace defective products, or ii) refund the purchase price of products. In no event shall Balco tech total liability may not exceed the amount of initial contract between Balco tech or authorized dealer and customer. Once the warranty period ends as described herein, obligations of Balco tech limited warranty shall terminate.
- 2.5 The warranty is transferable to the future owner of the building on which the product was installed and for the remainder of the term to run.

#### 3 Limitations

- 3.1 This warranty does not apply if Balco tech products are not installed by the Balco tech installation service experts or authorized reseller, or if they are subject of alteration or repairs made by unauthorized person.
- 3.2 This warranty does not apply : (a) to any damage in the opinion of Balco tech caused by accident, negligence, abusive use, improper use, flooding, fire, acts of God or other external causes; (b) to any damage in the opinion of Balco tech is the result of improper product maintenance by customer; (c) to any damage which, in the opinion of Balco Tech, results from a defect of the Products manufactured by a supplier or business partner of Balco Tech, (d) to any damage caused by improper use; (e) to any damage caused by repair or modification done by someone else than those authorized by Balco tech; (f) to products that have been modified in a manner that significantly alter functionality or capabilities without the written permission of Balco tech (g) force majeure; (h) due to the fault of a third party.
- 3.3 Furthermore, this warranty does not cover normal wear and tear, discoloration by the sun, breakage caused by scratches.

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3.4 Balco tech reserves the right to not honour warranty if customer do not conform to the precautionary measures to be taken laid down in article 4.

3.5 Subject to the provisions of this warranty, Balco tech is not liable for any direct, indirect, tangible or consequential damages arising from the use of the products, any loss of use, revenues, present and future profits (including any loss of profits related to contract) any loss of business opportunity, loss of customer, loss of reputation, loss of reputation or loss of equipment or inventory, increase in operating cost or alternative services related to the use of the products or manufacturing or delivery defect. In no event shall the total liability of Balco tech exceed the total amount of the original contract between Balco tech or an authorized reseller and the customer.

3.6 Balco tech can not be held responsible for the non-performance of one of its obligations to the extent that this non-performance is due to a case of force majeure.

3.7 This warranty does not apply if railing has been installed without properly using a sealant on the surface to prevent water infiltration.

#### **4 Maintenance of fiberglass**

4.1 Balco tech recommends cleaning the products with a pressure washer or with a brush and degreaser.

4.2 It is recommended to install underlays for metal chairs and tables to protect from scratches.

4.3 It is the customer's responsibility to ensure regular inspection and maintenance of seals (and application of a new sealant when necessary) to prevent water infiltration.

4.4 In particular, the customer must not hit the product with sharp objects such as a metal shovel, allow water or snow accumulate, or leave a heavy object in a same place for an extended period of time. (more than a week). In winter, do not hit the Products with any objects.

#### **5 Complaints Procedures**

5.1 Any claim must be made to Balco tech within thirty (30) days of the first occurrence of the default. If the delay is not respected, Balco tech reserves the right not to honor the warranty.

5.2 The customer must address his complaint in writing to Balco tech to the address indicated in paragraph 1.1 and attach a photo of the defect to his request. Balco tech will then have ninety (90) days from receipt of the claim to notice the breakage and determine whether it is covered by warranty.

5.3 The customer must ensure that any request for a technician's visit is relevant, i.e. that it is the responsibility of the consumer to assess whether the product actually includes a problem covered by Balco tech warranty. In the case of a trip deemed unnecessary by the service department of Balco tech, charges will be invoiced to the customer at the hourly rate and charges in force.

#### **6 Inspection and Verification**

6.1 The customer undertakes to carry out the inspection of the products delivered by Balco tech without delay after their installation and to inform him in writing of any reason for refusal or any derogation or non-conformity affecting them within five (5) days of the installation of the products and, in the absence of notice within this period, the customer will accept the products as they are.

#### **7 Applicable laws and Domicile**

7.1 These guarantees are governed by laws of Québec and the laws of Canada applicable therein, regardless of the principles of conflict of laws. The parties irrevocably submit disputes arising from or arising out of or in connection with such guarantees to the courts of Québec, the judicial district of Québec and elect domicile therein.