

**Original Recipient:** \_\_\_\_\_

**System Location:** \_\_\_\_\_

**Schletter Canada Inc.** ("Schletter") hereby warrants that the components of the Schletter Aluminum and Steel Mounting System installed at the location specified above were made using new materials, are free of material defects in materials and workmanship, are free of liens and encumbrances, are in conformity with all pertinent specifications in all material respects, and do not infringe on any patent, trademark, copyright or other intellectual property rights of any third party.

This is a Limited Warranty and is subject to and limited by the terms and conditions set forth herein. The Warranty shall expire twenty (20) years after the last delivery of the components of the System as originally constructed. Schletter's obligation under the Warranty is to at its own cost repair or replace any component of the System that fails to comply with the Warranty.

The Warranty does not include or cover loss, damage, defects or failure to or of any component caused by or resulting from (a) improper installation or handling of the System or the components thereof; (b) abuse of the System or the components thereof; (c) alteration of the System by any person or party other than Schletter; (d) failure to provide Schletter with timely notice of a warranty claim or to provide timely access to the System, to the extent of any loss, damage or failure that (i) could have been avoided if Schletter had been given such notice or such access to the System, and/or (ii) resulted from any failure to provide Schletter with access to the System; (e) extraordinary stress or operational demands, such as, for example but not in limitation, damage caused by storm, soil movement or instability, or chemical, mineral or biological action; (f) an event or occurrence which could have been covered by insurance against storms or other natural events or by another type of insurance; or (g) a *force majeure*, such as, without limitation, an Act of God (including fire, flood, earthquake, storm, hurricane, tornado or other natural disaster), war, invasion, acts of enemies, foreign powers, hostilities (whether or not war is declared), civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, intentional damage or interruption or failure in electrical, telephone, or other necessary service provided by a third party.

Schletter's only obligation under the Warranty is to repair or replace defective components, and Schletter shall never be obligated for monetary damages or losses or be subject to other types of legal remedies.

The Warranty runs for the benefit only of the Original Recipient and may not be assigned to any other party except a successor owner of the entire System, and Schletter shall not be obligated to honor its obligations under the Warranty until it is given written notice of a change in ownership of the System signed by both the transferor and the transferee of the System. Any transfer of any portion of the System that divides the System into two or more separately owned portions shall render the Warranty null and void for all purposes. Disputes as to the Warranty shall be resolved only in a court of competent jurisdiction in Windsor, Ontario.

**THIS IS THE ONLY WARRANTY OF OR AS TO THE SYSTEM. THERE ARE NO OTHER WARRANTIES, GUARANTIES OR ASSURANCES OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR OTHERWISE, AND ALL OF SUCH ARE HEREBY DISCLAIMED. APPLICABLE PROVISIONS OF SCHLETTER'S GENERAL TERMS AND CONDITIONS OF SALE SHALL APPLY TO THE WARRANTY.**