

Damotech Limited Product Warranty

PRO LINE ONLY

A. Damotech Limited Product Warranty – Pro Line Only

Damotech Inc. (“Damotech”) warrants to the Customer that the Damotech “Pro Line” Product (specifically and limited to Damo Pro, Damo Pro DBRS, Damo Can products, and not including accessories attached to these products) purchased through a Damotech Dealer or through Damotech have been designed and built to withstand all conditions under normal use in a warehouse environment and will be free from defects in material and workmanship for the customary or actual lifetime (whichever is shorter) of the Customer’s racking system (the “Damotech Limited Product Warranty”). The Warranty period starts from the date of successful completion of the installation of the Damotech “Pro Line” Product by a Damotech Installer current on their certification or Damotech, as evidenced by Damotech’s installation standard report form signed by the Customer immediately after completion of the installation, and continues for the customary or actual lifetime (whichever is shorter) of the Customer’s racking system (such period, the “Warranty Period”). If the Customer discovers and promptly notifies Damotech in accordance with the Notifications Reporting Procedure (see Section D below) within the Warranty Period of a defect in the design, material or workmanship of the Damotech “Pro Line” Product covered by this Damotech Limited Product Warranty, Damotech will, free of charge to the Customer and within a reasonable time after such notification, at its sole discretion, either: (i) provide a replacement or retrofit product to 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. The remedy provided above will be the Customer’s sole and exclusive remedy and Damotech’s sole and exclusive obligation under the Damotech Limited Product Warranty.

B. Damotech Limited Product Warranty Limitations

This Damotech Limited Product Warranty does not extend to any damage that may result from any force majeure. This Damotech Limited Product Warranty does not cover any defects to a Damotech Product or other failures of performance of a Damotech Product that has not been installed by a Damotech Installer current on its certification or Damotech. 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:

- Any modification, customization, alteration or addition or attempted modification, customization, alteration or addition to the Damotech Product made by anyone other than Damotech.
- Exposure to corrosive environments or corrosive products, including but not limited to salt spray, ocean environments, acids or other extreme conditions which may affect the quality of the Damotech Product.
- Any abuse, improper use, negligence, or accident inconsistent with ordinary warehouse conditions.

Damotech and your Damotech Dealer reserve the right to inspect any Damotech Product installation at reasonable times, to ensure that proper conditions exist to maintain this warranty.

C. Limitation of Liability and Damages

In no event will Damotech or a Damotech dealer be liable for any indirect, incidental,

punitive, special or consequential damages including downtime, reinstallation, loss of 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.

EXCEPT FOR THE FOREGOING WARRANTIES AND THE 10-YEAR WARRANTY GENERALLY APPLICABLE TO DAMOTECH PRODUCTS, DAMOTECH HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WITH RESPECT TO THE DAMOTECH “PRO LINE” PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT.

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 Service
3620 Ave. des Grandes Tourelles
Boisbriand, Quebec
J7H 0A1, Canada

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 by fax, e-mail or regular mail to the most recent address on file for such Customer in Damotech’s records.

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.