

NON-TRANSFERABLE LIMITED WARRANTY

This document outlines the limited warranty associated with Products manufactured by Maverick Machine & Hydraulics ULC's ("Maverick").

Products Manufactured by Maverick: Unless otherwise specified, Maverick warrants all products manufactured by Maverick ("Products") to the original customer against defects in materials or workmanship ("Limited Warranty"). The Limited Warranty shall be for a period of one (1) year from the original date of purchase which shall be the date specified on the original invoice ("Warranty Period").

Non-Transferrable: This Limited Warranty is not transferrable and is only available to the original customer during the Warranty Period.

Scope: The Limited Warranty covers defects in materials or workmanship only. A failure of the Product(s) that is not directly related to any defect in material or workmanship is not covered by the Limited Warranty. Other items NOT covered by the Limited Warranty include: (a) damage caused by normal wear and tear; (b) damage caused during shipment, handling or installation of the Product(s); (c) labour costs related to the installation, removal and/or relocation of the Product(s) concerned, as well as any related costs; (d) routine replacement of parts due to normal wear and tear of the products resulting from normal use; (e) failure or damage that occurs during use of the Product not in conformance with the Product Specifications provided by Maverick, or not in accordance with the Product's intended use; (f) failure or damage that occurs as a result of inaccurate design specifications provided by the original customer; (g) failure or damage that occurs as a result of improper installation; (h) failure or damage occurs as a result of any service, modification, repair, alteration, customization, dismantling or reconstruction done by a person or company not specifically authorized by Maverick; (i) failure or damage, including deterioration or wear, that results from abuse, misuse, improper use, poor maintenance or storage, abnormal electrical or electrical voltage and/or overcurrent, voltage reduction, use of abrasive products or improper environmental or chemical conditions, lightning, force majeure, accident, error, or negligence; (j) damage caused by local wear on the outer walls of the moving tubes caused by excessive vibration; (k) normal wear or deterioration of seals caused by contamination; (l) costs for labor, gaining access, removal, installation, temporary power or equipment, or any other expenses, which may be incurred in connection with repair or replacement; (m) color change due to normal weathering (including non-uniform fading and color changes resulting from unequal exposure of panels to the sun and elements); and, (n) travel expenses to assess the nature of a problem on any Product.

The Limited Warranty will automatically be rendered inapplicable and declared null and void if: (a) any service, modification, repair, alteration, customization, dismantling or reconstruction is done by a person or company not specifically authorized by Maverick; (b) the Product is used with accessories, other products, equipment or peripheral substances or with auxiliary equipment not expressly authorized or approved by written notice from Maverick; (c) the Product has continued to be used despite the fact a fault, malfunction or other problem affecting its performance was found; (d) the Product has been subjected to pressure conditions that exceed the recommended specifications; and,

(e) the Product was used on a hydraulic system not equipped with an adequate filtering element or system recommended by Maverick (notably the presence of all kinds of contaminant and/or water).

Claims Process: In the event that the original customer identifies a defect in a Product within the Warranty Period, they must notify Maverick in writing, within 30 days, of the discovery of said defect. Within the written notice, the original customer must identify and provide colour photographs of the defect(s) and the circumstances surrounding the failure of the Product. The notice shall be delivered to connect@maverickmachine.ca.

Maverick's obligations for claims made under this Limited Warranty shall be as follows:

Repair or Replace: If Maverick determines, in its sole and absolute discretion, that there is a defect in a Product manufactured by Maverick within the Warranty Period, that the Product was being used properly by the original customer, and that such defect was caused solely by defective materials or workmanship, Maverick will, in its sole and absolute discretion, either: (a) replace or repair any part of the Product(s) that it deems necessary or useful to correct the defect in materials or workmanship of the Product(s); or, (b) replace the entire Product(s) concerned with a new Product(s). If a claim made by an original customer under this Limited Warranty is accepted by Maverick, the repair or replacement of a part or all of a Product shall be at no cost to the original customer. In the event that the Product(s) or part(s) of the product is repaired or replaced, Maverick becomes the owner of the original Product or part returned by the original customer.

Transport: Shipping costs for products or parts repaired or exchanged under the Limited Warranty will be covered by Maverick. Maverick will insure the risk of loss or damage to products or parts repaired or exchanged during transport.

Comprehensiveness: This Limited Warranty is the original customer's exclusive remedy and Maverick hereby expressly disclaims all other warranties, express, implied, statutory, or otherwise, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. Once the Warranty Period has expired, there shall accordingly be no further warranty in respect of the Products, whether arising in contract, statutory law, common law and/or from any other cause whatsoever, and the original customer shall have no recourse whatsoever against Maverick after the expiry of the Warranty Period.

Samples and Prototypes: This Limited Warranty shall not apply to product samples or prototypes. Samples and prototypes are provided "AS - IS," and Maverick has no liability or responsibility for any defects, errors, or omissions in, or any uses or decisions made by the buyer with or in reliance upon, samples or prototypes. No warranties of any kind (express, implied, statutory, or otherwise) are made in connection with samples or prototypes.

Limitation of Liability: In no event, shall Maverick be liable for damages exceeding the initial purchase price of the Product(s) paid for by the original customer, or for punitive, aggravated, exemplary, direct, indirect, incidental, special, accidental or consequential damages or any other damages, whether foreseeable or unforeseeable, including without limitation to damage relating to loss of life, injury, loss


of income, loss of profit or revenue, loss of production, material, time, labour, loss of use of a vehicle or equipment or any loss, commercial or otherwise, that may result from the use or defect of the Product(s) or any of their components, or that is related to their use, including any loss of use of the Product(s).


No Extension of Warranty Period: The Warranty Period will not be extended or suspended due to suspension of use of the products because of repair, replacement or examination of the products or for any other reason.

No Modification: Only the terms expressed in this Limited Warranty shall apply and no distributor, corporation or individual is authorized to amend, modify or extend this Limited Warranty in any way whatsoever.

For any further information about this Limited Warranty, please feel free to contact us at:

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 905.795.3885

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