



BAULTAR CONCEPT INC. LIMITED WARRANTY

- 1) Subject to the limitations and conditions set forth below, for a period of two (2) years from the date of shipment (the "Limited Warranty Period") to the Authorized Installer or Original Equipment Manufacturer ("the Purchaser"), BAULTAR CONCEPT INC. ("BAULTAR") warrants that the PRODUCT manufactured or sold by BAULTAR shall be free from Defects in materials and workmanship furnished by BAULTAR and used in the fabrication thereof;
- 2) This Limited Warranty will apply only to the Original Purchaser of the PRODUCT from BAULTAR. This Limited Warranty is neither transferable nor assignable.
- 3) The foregoing warranty (the "Limited Warranty") SHALL NOT APPLY TO ANY UPHOLSTERY, CUSHION, PADDING, COVER OR LINING.
- 4) To the extent it is covered by the Limited Warranty, if the Product proves defective in material or workmanship within the "Limited Warranty Period", BAULTAR will, at its sole option, either replace or repair the Product or part of the Product that proves to its satisfaction to be defective or refund the original purchase price paid for the Product.
- 5) To avail himself of the limited Warranty, the Purchaser shall notify BAULTAR of any defect in materials or workmanship as soon as such defect becomes apparent in the Product and shall advise BAULTAR to obtain a written return authorisation, within the Limited Warranty Period to return the defective Product or part at its own expense to BAULTAR's factory; (return to Purchaser of the repaired, replaced, or corrected Product, accessory or part shall be at BAULTAR's expense). Disassembly of the Product to correct the defect removal of the defective accessory or part installation of the corrected accessory or new part and reassembly of the Product shall be at Purchaser's expense.
- 6) BAULTAR's liability is limited to repair, replacement or refund of the original purchase price as hereinabove provided. BAULTAR WILL NOT AND SHALL NOT BE RESPONSIBLE FOR, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR EXPENSES OF ANY KIND OR NATURE, REGARDLESS OF THE CAUSE, EVEN IF BAULTAR HAS ANY KNOWLEDGE REGARDING THE PROBABILITY OF THEIR OCCURRENCE. WITHOUT LIMITING THE GENERALITY OF THIS STATEMENT, BAULTAR WILL NOT BE LIABLE FOR INJURY TO PERSONS OR PROPERTY, LOSS OF USE OF THE PRODUCT, LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OR DAMAGE TO OTHER GOODS.
- 7) IF ANY OF THE FOLLOWING HAVE OCCURRED, IT WILL VOID THIS LIMITED WARRANTY, AND BAULTAR WILL HAVE NO LIABILITY OF ANY KIND TO THE OWNER:
 1. The Purchaser fails to notify BAULTAR of any defect in materials or workmanship as soon as such defect becomes apparent in the Product;
 2. The Product shows evidence it has been tampered with, or that it has been subject to misuse, abuse or negligent use;
 3. Any repair, alteration or modification of the Product is made by someone other than BAULTAR, except with BAULTAR's written authorisation;
 4. The Product is not installed, affixed, used or maintained in accordance with BAULTAR's instructions;
 5. The Product is either improperly installed, operated or used for a purpose for which it was not intended;
 6. The owner failed to provide normal maintenance of the Product, if any is required, in accordance with BAULTAR's instruction manual;
 7. The Purchaser does not, within the Limited Warranty Period, return the defective Product or part at its own expense to BAULTAR's factory;
 8. The Purchaser does not submit reasonable proof to BAULTAR that the defect is embraced within BAULTAR's warranty hereunder;
 9. The serial numbers or other factory-installed labelling on the Product has been altered or removed.
- 8) THE WARRANTY PROVIDED IN THIS DOCUMENT AND THE OBLIGATIONS OF BAULTAR THEREUNDER ARE IN LIEU OF AND PURCHASER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTIES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OF BAULTAR WITH RESPECT TO CONSEQUENTIAL DAMAGES) AND WHETHER OR NOT OCCASIONED BY BAULTAR'S NEGLIGENCE AND SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY BAULTAR AND PURCHASER, PROVIDED, THAT IN THE EVENT THE PROVISION RELIEVING BAULTAR FROM LIABILITY FOR ITS NEGLIGENCE SHOULD FOR ANY REASON BE HELD INEFFECTIVE THE REMAINDER OF THIS PARAGRAPH "8" SHALL REMAIN IN FULL FORCE AND EFFECT.