



## Warranty and Limitation of Liability

### Limited Lifetime Warranty

Effective March 16, 2020, Canplas Industries Ltd. ("**Manufacturer**") guarantees to the original purchaser ("**Purchaser**") or to a subsequent owner of the Endura Grease Management Products manufactured by the Manufacturer ("**Products**") that Manufacturer will, at its discretion, replace, refund or repair any such Products that were purchased after the effective date and that are defective in materials or workmanship, subject to the limitations detailed herein.

THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS EXPRESS WARRANTY SPECIFICALLY EXCLUDES INSTALLATION AND/OR REPAIR COSTS, INCLUDING LABOUR.

The Products have a Limited Lifetime Warranty (the "**Warranty**") against defects in workmanship and materials from the date of purchase of the Products for the lifetime of the plumbing system in which the Products are originally installed. Within ten (10) days of discovery of an alleged defect, the Purchaser or the subsequent owner must notify the Manufacturer and promptly return the Product believed to be defective to the Manufacturer facility located at 31 Patterson Road, Barrie, Ontario, Canada L4N 3V9 with freight prepaid. At Manufacturers' sole discretion, an on-site inspection may be arranged.

### Warranty and Liability Limitations

This Warranty applies provided that: (i) within 90 days from the date of purchase, Manufacturer has received from the Purchaser or from the subsequent owner a proof of purchase of the Product and a duly completed Warranty Registration Card. The Warranty Registration Card is reproduced below and can also be found included with the Products or on Manufacturer's website; (ii) the Products have been installed and used in strict compliance with Manufacturer's written instructions as published and updated from time to time by Manufacturer, with the state of the art industry standards and practices, with all local codes and standards as well as with all applicable laws and regulations; (iii) the Products have passed all of the installation tests referred to in the Manufacturer's written instructions as published and updated from time to time by Manufacturer; (iv) the Products were installed by a licensed plumber and (v) the Products were not modified, repaired or altered without Manufacturer's authorization or do not show any evidence of disassembly or tampering.

ANY LIABILITY IN RESPECT TO THE PRODUCTS IS STRICTLY LIMITED TO THE REFUND, REPAIR OR REPLACEMENT OF THE PRODUCT AND THERE SHALL NOT, IN ANY EVENT, BE ANY LIABILITY FOR ANY LABOUR CHARGES (INCLUDING THOSE REQUIRED FOR FIELD REPAIR, REPLACEMENT OR REMOVAL OF THE PRODUCTS) OR DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

In addition, and without limiting the generality of the foregoing, there shall be no Warranty or Liability for damages or defects relating to or resulting from:

1. misuse (e.g. by running a pressure test) or abuse;
2. the Products having been used in more than one installation, installed in improper applications or in a place susceptible to damages from traffic exceeding intended loads per lid load rating specified in Manufacturer's written instructions as published and updated from time to time by Manufacturer;



3. normal wear and tear, discoloration, UV degradation, extreme temperature or pH levels, freeze-related damage;
4. acts of nature (e.g. fire, hail, hurricane, etc.), incidents (e.g. building settling, structural failures of walls or foundations) or accidents;
5. improper or faulty installation, storage, handling or maintenance;
6. failure to properly care for and maintain the Products or the plumbing system where the Products are installed;
7. failure to abide by Manufacturer's warnings, safety instructions, or other precautionary guidelines;
8. any other cause outside the control of Manufacturer.

Manufacturer reserves the right to discontinue or modify any of its Products at its absolute discretion, and shall not be liable as a result of such discontinuation or modification. Manufacturer shall not be liable in the event that replacement Products vary in color in comparison to the original Product or as a result of normal weathering.