

Amvic Warranty

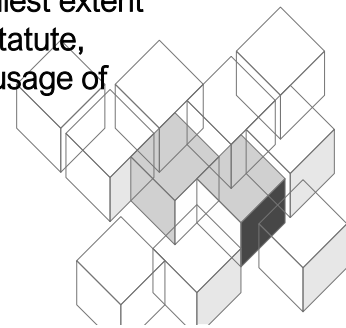
Amvic Inc. General Terms and Conditions of Sale

1. WARRANTIES AND DISCLAIMERS, OTHER PRODUCTS:

Amvic Inc. products manufactured by Amvic Inc. are warranted to be free from defects, materials and workmanship which cause the other products not to perform as set forth in the product manual existing at the time of the sale of the Other Product. This warranty extends only to original purchasers of Amvic Products and applies only if the Amvic Products are used, handled, stored, transported, and installed in accordance with applicable Amvic Inc. installation manuals, other applicable instructions or guidelines published by Amvic Inc., and applicable building codes. This warranty is effective only if Amvic Inc. receives written notice within 30 days after the first discovery of a defect but in no event later than 365 days after the date of shipment of the product.

Amvic Inc.'s liability, and the warranty-claimant's sole and exclusive remedy for alleged defects in the materials or manufacturing of Amvic Products, shall be limited to the replacement of an equivalent amount of allegedly defective Amvic Products, or a refund of the invoice price charged and paid for the allegedly defective Amvic Products as Amvic Inc. may in its sole discretion elect. **In no event shall Amvic Inc. be liable for any consequential or incidental damages, losses, costs, or expenses of any kind** (including, by way of example, but not limited to, loss of profits, loss of value to structures, labor to replace allegedly defective product or to reinstall conforming product, injury to credit, reputation or goodwill, and exemplary or other similar damages) directly or indirectly resulting from any alleged breach of warranty contained herein. No other person or entity has any authority to bind or assume on behalf of Amvic Inc. any other liability, affirmation, undertaking, representation or warranty in connection with the sale or use of Other Products except as stated herein. No further warranty is expressed or implied that is not specifically set forth herein.

This warranty expressly excludes, disclaims, and is in lieu of all other warranties, express, implied, statutory, written or oral. Except as expressly set forth herein, Amvic Inc. makes no representations or warranties of any kind, express or implied, in fact or in law, including, but not limited to, the warranties of workmanlike quality, merchantability and fitness for a particular purpose, which warranties are hereby expressly disclaimed to the fullest extent allowed by applicable law. Amvic Inc. disclaims any other warranty based on statute, regulatory provision, common law, course of dealing, course of performance, usage of trade, or not expressly provided herein.





501 McNicoll Avenue
Toronto, Ontario
Canada
M2H 2E2

T: (416) 410.5674
F: (416) 759.7402
T.F: 1 (877) 470.9991
www.amvicsystem.com

Amvic Inc. makes no warranty, express or implied (including any warranty as to the workmanlike quality, merchantability or fitness for a particular purpose) with respect to any product, goods or systems not manufactured by Amvic Inc., which warranties are hereby expressly disclaimed to the fullest extent allowed by applicable law. Buyer shall be limited to the warranties (if any) of the respective manufacturers of the products or of the goods or systems sold.

The foregoing is the complete and exclusive statement of the terms of warranty of Amvic Inc. for its Amvic Products. In the event the remedies set forth herein should be found to have failed their essential purposes or are otherwise found to be unenforceable, in no event shall Amvic Inc.'s liability, nor shall a claimant's damages, exceed the actual purchase price paid for the Amvic Product.

2. INDEMNIFICATION: Buyer shall hold harmless, defend and indemnify Amvic Inc. from and against any expenses, claims or causes of action (including Amvic Inc.'s attorney's fees and expenses) as a result of (i) death, bodily injury, personal injury or property damages arising out of Buyer's marketing, advertising, sale, distribution or Other Products (including any claims or causes of action based on items for which Other Products are used) except to the extent caused solely by Amvic Inc.'s gross negligence; (ii) Buyer's violation of any applicable law or standard in the marketing, advertising, labeling (or improper or inadequate labeling), sale, distribution or Other Products or items with which or for which the products are used; (iii) any alleged patent, trademark, trade dress, copy right, trade secret or other intellectual property infringement based upon Buyer's specifications; and (iv) any failure of Buyer to perform as required by Section 1 herein.

