

## MANUFACTURER'S REPRESENTATIONS AND WARRANTIES FOR CANADA

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These Representations and Warranties are applicable to all customers (collectively, the "Customers" and each, individually, a "Customer") purchasing products (the "Products") manufactured by Engo SRL (the "Company") or any of its related companies, including Engo Equipment Sales, Inc.

### 1. Warranty and Limitations:

1.1. Subject to the limitations contained in Section 2, Company warrants solely to the original purchaser of the Products that for the Warranty Period (as defined below), the Products will be free from defects in materials and workmanship under normal use, and will conform to Company's published specifications of the Products and the Products' operating manual, if applicable. Notwithstanding the foregoing, Company retains its right to deviate from its published specifications due to the latest innovations and improvements in function and design of the Products. The warranties set forth herein shall not apply in the event of any modifications, installations or other technical alternations on the Product performed by or on behalf of the Customer.

1.2. The foregoing warranty is subject to the proper storage, transportation, and proper use of the Products by a properly trained person, as defined in the Products' operating manual, and does not include defects due to normal wear and tear or deterioration or other defects or damage not caused by the Company. Company further does not warrant: (a) damage caused by use of the Products for purposes other than those for the use it was purchased for or any other abuse or misuse by Customer, as defined in the Products' operating manual, (b) damage caused by disasters such as fire, avalanche, storms, flood, wind, lightning, and other weather events (c) damage caused by unauthorized alterations of the Products or modifications to the Products without the prior written consent of Company, or (d) Products which have been damaged by Customer or its customers.

1.3. Products manufactured by a third party ("**Third-Party Products**") may contain, be contained in, or incorporated into, attached to or packaged together with the Products. Third Party Products are not covered by this warranty. For avoidance of doubt, the Company makes no representations or warranties with respect to Third-Party Products.

1.4. Customer shall immediately, but in any event no later than seven (7) business days following delivery or installation of the Product, inspect the Products for conformity and defects. Customer shall give Company immediate written notice of any non-conformity or defects regarding the Products. In the event that Customer fails to provide the Company within seven (7) business days following delivery or installation of the Products with notice of any non-conformity or defects, any warranty claims in this regard shall be deemed waived.

1.5. Company's sole obligation under the foregoing warranty is, at Company's option, to replace or exchange the defective Product or issue a merchandise credit for the defective Product. Any replaced or exchanged Products shall be subject to the warranty set forth in 1.1, following their replacement or exchange.

If Company has received notification from Customer, and no defects of the Product could be discovered, Customer shall bear the costs that Company incurred as a result of the notice. It shall be in Company's sole discretion to determine if the Product has a defect.

1.6. With respect to orders made to custom or specifications provided by Customer, any defects of the Products caused by Customer's specifications are excluded from the warranty set forth in 1.1.

1.7. Company also makes no warranty that the Products manufactured under an order made to custom or specifications provided by Customer do not infringe the intellectual property or other proprietary rights of any third party. Customer is solely responsible for assuring that such Products do not so infringe.

1.8. With respect to special orders or custom requests, Company makes no warranty that the Products manufactured under a special order or custom request will be free from material defects in materials and workmanship under normal use, as defined the Products' operating manual, and makes no warranty that such Products do not infringe the intellectual property or other proprietary rights of any third party. Customer is solely responsible for assuring that such products do not so infringe.

1.9. The "Warranty Period" begins on the date of delivery of the Product to Customer and continues to be in effect for twelve (12) months. In the event of any newly installed parts during repair due to warranty claims, the Warranty Period on such parts commences on the date of installation.

1.10. Company does not authorize any person or party to assume or create for it any other obligation, warranty, or liability in connection with the Products except as set forth herein.

1.11. All requests and notices under this Warranty shall be directed to:

Engo Equipment Sales Inc.  
Suite 486, 14 -30 Elington Av. West,  
Mississauga, Ontario L5R 0C1, British Columbia  
Phone: 866 – 549 – 3646  
Email: [northamerica@engo-ice.com](mailto:northamerica@engo-ice.com)  
Website: <http://www.engo-ice.com/>

1.12. These Representation and Warranties contains the Customers exclusive remedy for defective Products and the Company's entire liability for any breach of the Representations and Warranties contained herein. The Customer's remedy hereunder is conditional upon the Customer compliance with its obligations herein.

1.13. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, COMPANY MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) CONDITION OR WARRANTY OF TITLE WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION, CONDITION OR WARRANTY MADE BY COMPANY, OR ANY OTHER PERSON ON COMPANY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THESE REPRESENTATIONS AND WARRANTIES AND IN THE GENERAL TERMS AND CONDITIONS FOR SALE AND DELIVERY FOR CANADA.

## 2. Limitation of Liability:

IN NO EVENT SHALL COMPANY BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, AGGRAVATED OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CAUSED BY ANY UNFORESEEN EVENT OR ACT OF GOD, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO AVALANCHES, MUD SLIDES, EARTHQUAKES, TORNADOS, HURRICANES, THUNDERSTORMS, PANDEMICS, OR HEALTH CRISES.

IN NO EVENT SHALL COMPANY BE RESPONSIBLE OR LIABLE FOR DAMAGES CAUSED BY ANY OTHER PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR DIMINUTION IN VALUE OR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, REGARDLESS OF THE TYPE OF CLAIM, CAUSE OF ACTION, OR LEGAL OR EQUITABLE THEORY OF RECOVERY.

IN NO EVENT SHALL COMPANY BE RESPONSIBLE OR LIABLE FOR DELAYS CAUSED BY CONSTRUCTION OR DELAYED CONSTRUCTION WORKS PERFORMED BY THE CUSTOMER OR ANY THIRD PARTY, INCLUDING THOSE RELATED TO ERECTION OF PUMP STATIONS OR FINALIZING PIPE AND ELECTRICAL INSTALLATIONS.

COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON- INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ANY REMEDY OF CUSTOMER FOR BREACH OF ANY WARRANTY UNDER THIS AGREEMENT OR APPLICABLE LAW IS LIMITED TO REPAIR OR REPLACEMENT OF ANY NONCONFORMING GOODS OR PARTS.

NOTWITHSTANDING THE TERMS AND CONDITIONS SET FORTH IN SECTION 1.1, COMPANY'S LIABILITY – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE VALUE OF CUSTOMER'S ORDER, AS DESCRIBED ON THE ORDER FORM. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN THE CUSTOMER AND COMPANY, THAT COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD HAVE NOT ENTERED INTO THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCTS

IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES, OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR CANADA ARE INCORPORATED HEREIN. TO THE EXTENT ANY PART OF THE GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR CANADA ARE INCONSISTENT WITH MANUFACTURER'S REPRESENTATIONS AND WARRANTIES FOR CANADA, THE MANUFACTURER'S REPRESENTATIONS AND WARRANTIES FOR CANADA CONTROL.