

## All Non-Handrail Products Warranty (Canada - EN)

### Warranty, Compensation:

Draka EHC must be advised, in writing, of any defects in our deliveries immediately and no later than two (2) weeks after acceptance of delivery. Concealed defects must be reported to Draka EHC, in writing, within one (1) week of a defect having been detected. In either case, claims under the warranty become barred after two (2) years has elapsed since the acceptance of delivery.

For clarity, the "acceptance of delivery" shall be deemed to have taken place upon the first to occur of the following: a) use and or installation of the delivered products; or b) a period of two (2) months from the date of physical delivery of the products to the buyer.

In the case of justified complaints filed within the prescribed time limit any applicable governmental standards that are to be applied to the products and any sample provided by the buyer will be taken as a benchmark to determine if such products are indeed defective. If the products are defective, we shall be under an obligation to either remedy the defect or to make a replacement delivery free of charge, and Draka EHC shall exercise its own discretion as to which method shall be used. Should Draka EHC fail to meet these obligations within a reasonable period of time, the buyer will be entitled either to demand an abatement of the purchase price for the rejected part of the delivery (or defective products) in question or to exercise its rights to rescind any relevant purchase order or sales contract.

Any and all customers (buyers) of any Draka EHC products are required to ensure that Draka EHC and its suppliers are effectively contracted out of liability vis a vis the buyers own customers, otherwise Draka EHC reserves the right to seek recourse from the buyer.

Draka EHC's liability in case of intent or gross shall be governed by the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally the liability of Draka EHC for damages shall be limited to the typically predictable damage.

Liability for culpable damage to life, body or health as well as liability under the Product Liability Act shall remain unaffected. Any liability not expressly provided for above shall be disclaimed.