

## GUARANTEE - CONDITIONS

### New Equipment

1. Subject to and strictly according to the terms and conditions set out below, Gentec Inc. guarantees that its Gentec Inc. systems installed new (hereinafter collectively referred to as the "System") as well as each of the original components of these Systems, sold individually (the "Components") are free from all manufacturing faults and defects (the Guarantee on "New Equipment").

### First Purchaser

2. The Guarantee on New Equipment is for the benefit of and applies only to the first purchaser of a System or a Component. This guarantee is non-transferable.

### Duration of Guarantee

3. a) The Guarantee on New Equipment applicable to the System extends for a period of one year and six months, as calculated from the date the System was shipped to the client by Gentec Inc.  
b) The Guarantee on New Equipment applicable to the Component sold individually extends for a period of one year as calculated from the date of their shipment to the client by Gentec Inc.

### Guarantee on Repairs

4. Subject to and strictly according to the terms and conditions set out below, any repairs carried out by the workshops of Gentec Inc. is also guaranteed free from faults and defects for a period of sixty (60) days as calculated from the date Gentec Inc. shipped the repaired product to the client. This guarantee applies only to Systems and Components sold by Gentec Inc. or its authorized retailers and for which the Guarantee on New Equipment is expired and as regards a repair is billed to the client and duty paid by the client (the "Guarantee on Repairs").

### Specific Conditions Applicable to the Guarantee on New Equipment

5. In its sole discretion, but subject to the clause "Exclusion from the Guarantee", Gentec Inc. will replace or repair at its expenses (parts and labour), any System or Component or parts thereof which in its opinion are affected by a manufacturing fault or defect and which are returned to it for repair or replacement before the expiration of the Guarantee.

### Specific Conditions Applicable to the Guarantee on Repairs

6. Subject to the clause "Exclusion from the Guarantee", Gentec Inc. will rectify at its expenses any repair carried out by it in its workshops, if in its opinion, it appears that the previous repair was faulty or defective, on the condition that the client returns the previously repaired object to Gentec Inc. before the expiration of this Guarantee. Any repairs carried out pursuant to this Guarantee are also guaranteed for the period and according to the conditions outlined in paragraph 4.

### General Conditions Applicable to the Guarantee on New Equipment and the Guarantee on Repairs (hereinafter collectively referred to as the "Guarantee")

7. a) The removal or installation of a System or a Component or any part thereof (hereinafter referred to as the "Product") is the responsibility of the client. All related expenses are assumed by the client.  
b) The shipping of a Product to Gentec Inc. is the responsibility of the client. Such Product must be shipped prepaid to Gentec Inc. accompanied by the Gentec Inc. authorization number. Return shipping expenses for the client's Product are paid by the client.  
c) Pursuant to the terms of this Guarantee, the obligation of Gentec Inc. is, in accordance with the Guarantee applicable

to the Product, exclusively and strictly limited to the repair or replacement of a Product or the rectification of a repair already completed by Gentec Inc. in its workshops. This Guarantee is the only one applicable to the Products to the exclusion of any other guarantees, representations or undertakings whatsoever made by Gentec Inc, its employees, agents or representatives. Without limiting the generality of the foregoing, the Guarantee cancels and expressly replaces all other express or tacit guarantees or conditions. The Guarantee neither constitutes nor confers any guarantee or representation as to the marketing or the adaptability of a product for any particular use. For the period that the Guarantee on New Equipment applies, Gentec Inc. guarantees sufficient availability of parts to repair or replace a Product. However, it is expressly agreed that Gentec Inc. may from time to time and at all time modify, discontinue or replace its Product without advising the client and without incurring any liability or obligation whatsoever. Furthermore, Gentec Inc. cannot under any circumstances, be held liable for any direct or indirect damages to the client resulting from the possession or the use of a Product, including without limitations, all damages relating to shipping **costs** of a Product, labour charges for the removal or installation of a Product, communication or travelling expenses, pecuniary losses or other material or physical damages, loss of income, loss of use of the Product or any other loss of any nature whatsoever. In the event a Product is sent to Gentec Inc. Invoking the Guarantee and Gentec Inc. considers that for any reason(s) outlined in its Limited Guarantee, the Guarantee does not apply, the cost of all work, repair or replacement in whole or in part, carried out by Gentec Inc. shall be assumed by the client in accordance the hourly rates and the price of parts applicable at that time.

### Exclusion from the Guarantee

8. This Guarantee is null and without effect in any or all of the following situations:
  - a) non-maintenance or insufficient maintenance of a Product or part of a Product;
  - b) improper or inadequate use or treatment of the Product or part of the Product, including all damages or improper treatments resulting from the shipment of the Product, including shipment of the Product by Gentec Inc. to the client; faulty installation or improper integration of the Product or a part of the Product, unless the same is performed by Gentec Inc., its employees or agents; or
  - c) modifications or alterations or attempted modifications or alterations of the Product or any part thereof without the authorization of Gentec Inc. (if a modification or alteration is made by the client with the authorization of Gentec Inc., this authorization must be produced with any request for work under the Guarantee).

For any additional information, please contact your Gentec Inc. System authorized distributor or Gentec Inc. directly at the following address:

**Gentec Inc.**  
2625 Dalton Avenue  
Quebec QC G1P3S9  
Canada  
Phone 418-651-8000  
Fax 418-651-6695