

1-YEAR WORK PERFORMED

Materials Furnished Warranty

01 DEFINITIONS

- **"Cogan"** means Cogan Wire & Metal Products Ltd.
- **"Customer"** means the purchaser of the Products.
- **"Warranty"** means, with respect to any Work Performed or Materials Furnished, a period of one (1) year from the date of the Customer's purchase of such Materials or Services.
- **"Notice"** means written notice delivered by the Customer to Cogan's Warranty Department by e-mail notification or by phone call.
- **"Materials Furnished" and "Work Performed"** mean the materials and services provided by Cogan that are purchased by the Customer. "Materials Furnished" does not include any property that is not manufactured by Cogan that may be attached to, combined with and/or incorporated in any product by the Customer.
- **"Specifications"** means, with respect to any Material, the blueprints, installation plans, manuals and all other related documentation prepared by Cogan and delivered to the Customer regarding the design, installation, use and maintenance of such Material.

02 WARRANTY

- Cogan hereby warrants that all Work Performed or Materials Furnished by Cogan shall be free of defects of faulty workmanship and/or materials for a period of one (1) year from the date of the Customer's purchase.

- Upon notice of any defect resulting from faulty workmanship or material within the one-year period, Cogan will correct or replace same within a reasonable period of time to be determined by Cogan.

- The present warranty is limited to the Materials installed in their original location by the Customer or a Cogan Authorized Installer. Cogan shall not be responsible for the repair and/or replacement of any property that was not manufactured by Cogan that may be attached to, combined with or incorporated in any product by the Customer.
- Cogan's liability under the present warranty is subject to (i) the Customer's proper installation of the product by an authorized installer, (ii) the Customer's normal use of the product, and (iii) the Customer's respect for the conditions and capacity for which the product was designed, the whole in complete conformity with the Specifications. If the product is used outdoors, or under environmental conditions other than normal room temperature and humidity, Cogan shall not be responsible for any damage or defect to the product unless the Customer properly maintains the product to guard against corrosion.
- The present warranty will not apply in the event that the product is dismantled, moved, modified, or used in any manner that does not conform to the Specifications.

03 CLAIMS

- Cogan shall not be responsible for any repair or replacement under the present warranty unless the Customer has delivered a Notice of its claim within 30 days of the Customer's discovery of the damage or defect.
- Upon receipt of a claim in accordance with paragraph (a) hereof, Cogan will examine the damage or defect described in the claim. Thereafter, Cogan will, at its sole discretion, repair or replace the Material and issue a Work Order with a pre-authorized budget of $80/hour for foremen and $50/hour for laborers determined as sufficient to cover the cost of installation for said Material. Cogan's liability under the present warranty is limited to the cost of materials manufactured by Cogan and the pre-authorized budget outlined in the Work Order. Without limiting the generality of the foregoing, Cogan shall not be held responsible for any travel, accommodation or per diem expenses incurred by the Customer, the End User, and/or the installation team to access the job site and perform the repairs.
- **Any attempt to repair or replace the Material without authorization from Cogan in the form of an official Cogan Work Order will void the warranty.** Cogan is also not responsible for damage caused by exceeding the conditions and capacity for which the Material was designed.

04 LIMITATION OF LIABILITY

- Cogan's sole obligation and liability under the present warranty is as set forth in section 3 hereof. Save as set forth herein, all other warranties, whether conventional or legal, express or implied, are hereby excluded.

- Notwithstanding anything herein set forth, Cogan shall in no event be liable for or obligated to pay any indirect, special, incidental, consequential, punitive, exemplary or similar damages, based upon any claim arising out of or in connection with this warranty, or the installation and/or use of the Products, regardless of whether such claim is based upon contract, delict, tort (including negligence), strict liability, warranty or other legal theory, and regardless of whether such claim was foreseen or foreseeable by Cogan. Without limiting the generality of the foregoing, Cogan shall in no event be liable for:
- loss of revenue;
- loss of actual or anticipated profits;
- loss of the use of money;
- loss of use of the Product;
- business interruption;
- loss of business or opportunity; or,
- loss of reputation.
- The present warranty is not transferable or assignable.

05 GOVERNING LAW

- The warranty herein set forth agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Quebec and the laws of Canada in force therein from time to time.
- This warranty shall be treated as though it were executed and to have been fully performed in the Province of Quebec.
- The Customer hereby submits and attorns to the jurisdiction of the courts of the Province of Quebec and agrees that it will not institute or prosecute any action or claim related to or arising out of this warranty in any court located outside of the Province of Quebec.

06 CONTACT

For warranty inquiries or to make a claim, please contact:

COGAN CUSTOMER CARE

888-316-2027

Toll-free | info@cogan.com

www.cogan.com/contact