

The CanDOCK limited warranty

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1. Liability limitation and warranty document for the CanDOCK basic components

Including but limited to CanDOCK's: G2 Regular cubes, G2 Low-Profile cubes, G2 Corner cubes, G2 Service cubes, G2 Service cube covers, G2 Rowing cubes, G2 connecting pins, black sliding nuts, white nuts and white bolts.

General

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK, the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 20 years limited warranty.

1.1. Conditions

The CanDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

- a) In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK™ Products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address:
<http://www.candock.com/about-us/support-and-warranty/register-product/>
- b) The configuration of the system must be built according to the rules and standards that are described in CanDOCK's Owners Manuals which are available on CanDOCK's website at the following address:
<http://www.candock.com/about-us/support-and-warranty/>
- c) The CanDOCK warranty applies to the Products being used exclusively for its intended purpose, being a modular floating dock system.
- d) The CanDOCK warranty does not apply when a defect or breakage (damage) to the Product results from the use of improperly or recklessly operated equipment by customers, Distributor or any third party.
- e) The CanDOCK warranty does not extend or apply to the following:
 - normal wear;
 - any product damaged as a result of accident, fire, flood or unforeseeable act;
 - damage caused by frost, ice or glass, sharp objects such as stone;

- any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative;
 - related to the installation of CanDOCK Products.
- f) THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF CANDOCK MANUFACTURED PRODUCTS. CanDOCK neither assumes nor incurs any other obligation or liability for the condition of CanDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CanDOCK warranty.
- g) IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

1.2. Coverage

- a) Any defect such as cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship from normal dock use, under normal weather/sea/lake/river conditions (namely less than 1m / 3ft high waves). CanDOCK products are well known to withstand very harsh weather conditions without any damages. If your dock might be exposed to weather conditions outside of the scope of this warranty or if you are planning on using it for another purpose than a floating dock, please contact us directly for more information on how the warranty could apply.
- b) This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.
- c) This warranty is only valid for products purchased after January 1st, 2014

1.3. Duration

20 years, beginning on the date of purchase from an authorized CanDOCK distributor.

1.4. How the warranty applies

If your CanDOCK product is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts or a new or reconditioned product of the same or equivalent design.

1.5. Important caution

Although CanDOCK products are virtually maintenance free, minimum maintenance must be carried out by the Distributor for this warranty to apply:

- a) The cubes, connecting pins, bolts and nuts should be verified once a year to make sure they are properly tightened together.
- b) Anchoring accessories should be verified once a year to make sure they are working properly, that they are not exerting any excessive pressure on the dock and/or the anchor points on the dock and finally to make sure they are in proper operating conditions

1.6. Limitations

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

1.7. Claims

- a) If a CanDOCK product fails under normal use and within the applicable warranty period, Original Purchaser must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM. Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor. The WARRANTY CLAIM FORM is available on CanDOCK's website at the following address: <http://www.candock.com/about-us/support-and-warranty/>
- b) Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.

This warranty is the sole warranty granted on CanDOCK Products, and it sets forth all our responsibilities regarding your CanDOCK product. There are no other express warranties.

2. Liability limitation and warranty document for the CanDOCK JetSlide product unit

Definition: JetSlide is the V-shape dry dock unit listed in the Products;

Including but limited to following JetSlide components: The JetSlide unit, breathing valve and sealing plugs.

General

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 5 years limited warranty.

2.1. Conditions

The CanDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

- a) In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK™ products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address:
<http://www.candock.com/about-us/support-and-warranty/register-product/>
- b) The configuration of the JetSlide system must be built according to the rules and standards that are described in CanDOCK's Owners Manuals which are available on CanDOCK's website at the following address:
<http://www.candock.com/about-us/support-and-warranty/>
- c) The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being a modular "drive-on" dry docking system for boats and personal watercrafts.
- d) The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by customers, Distributor or any third party.
- e) The CanDOCK warranty does not extend or apply to the following:
 - normal wear;
 - any product damaged as a result of accident, fire, flood or unforeseeable act;
 - damage caused by frost, ice or glass, sharp objects such as stone;
 - any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative;
 - the installation of CanDOCK products.

- f) THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF CANDOCK MANUFACTURED PRODUCTS. CanDOCK neither assumes nor incurs any other obligation or liability for the condition of CanDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CanDOCK warranty.
- g) IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

2.2. Coverage

- a) Any defect such as cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship from the JetSlide use, under normal weather/sea/lake/river conditions (less than .66m / 2ft high waves). CanDOCK products are well known to withstand very harsh weather conditions without any damages. If your dock might be exposed to weather conditions outside of the scope of this warranty or if you are planning on using it for another purpose than a “drive-on” dry docking system, please contact us directly for more information on how the warranty could apply.
- b) This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer (“Original Purchaser”). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.
- c) This warranty only applies for JetSlides units purchased after April 1st, 2011.

2.3. Duration

The duration of the warranty is 5 years, beginning on the date of purchase from an authorized CanDOCK distributor or dealer. This warranty is regressive, and it will apply at the following percentages through time:

0-1 year :	100%
1-2 years :	100%
2-3 years :	70%
3-4 years :	40%
4-5 years :	20%
More than 5 years :	0%

2.4. How the warranty applies

If your JetSlide is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your JetSlide unit, we may replace it with a new or reconditioned product of the same or equivalent design.

2.5. Important caution

Although the JetSlide unit is virtually maintenance free, minimum maintenance must be carried out by the Distributor for this warranty to apply:

- a) The JetSlide, connecting pins, bolts and nuts should be verified once a year to make sure they are properly tightened together.
- b) Anchoring accessories of the JetSlide should also be verified once a year to make sure they are working properly, that they are not exerting any excessive pressure on the JetSlide and/or the anchor points on the system and finally to make sure they are in proper operating conditions

2.6. Limitations

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

2.7. Claims

- a) If a JetSlide unit fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM. Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANTY CLAIM FORM is available on CanDOCK's website at the following address: <http://www.candock.com/about-us/support-and-warranty/>
- b) Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.

This warranty is the only one we will give you on your CanDOCK product, and it sets forth all our responsibilities regarding your CanDOCK product. There are no other express warranties.

3. Liability limitation and warranty document for the CanDOCK JetRoll product unit

Including but limited to following JetRoll components: The JetRoll unit, breathing valves, sealing plugs, the rollers and their shafts, the bow stop module and the hole caps.

General

The “dry-dock” unit and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 7 years limited warranty.

3.1. Conditions

The CanDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

- a) In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK TM products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK’s website, at the following address:
<http://www.candock.com/about-us/support-and-warranty/register-product/>
- b) The configuration, installation, and anchoring of the JetRoll system must be done according to the rules and standards that are described in CanDOCK’s Owners Manuals which are attached to the JetRoll unit when delivered to the customer. This literature is also available on CanDOCK’s website at the following address:
<https://candock.com/products/jetroll/>
- c) The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being a “drive-on” dry docking system for personal watercrafts of a maximal weight of 680kg (1500lbs); including the passenger(s);
- d) The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by customers, Distributor or any third party.
- e) The CanDOCK warranty does not extend or apply to normal wear; any product damaged as a result of accident, fire, flood or unforeseeable act; damage caused by frost, ice or glass, sharp objects such as stone; any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative; the installation of CanDOCK products.

- f) THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF CANDOCK MANUFACTURED PRODUCTS. CanDOCK neither assumes nor incurs any other obligation or liability for the condition of CanDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CanDOCK warranty.
- g) IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

3.2. Coverage

- a) Any defect such as cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship from the JetRoll use, under normal weather/sea/lake/river conditions (less than 0.66m / 2ft high waves). CanDOCK products are well known to withstand very harsh weather conditions without any damages. If your dock might be exposed to weather conditions outside of the scope of this warranty or if you are planning on using it for another purpose than a “drive-on” dry docking system, please contact us directly for more information on how the warranty could apply.
- b) This limited warranty extends only to the Original Purchaser of products from CanDOCK or an authorized CanDOCK distributor/dealer (“Original Purchaser”). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.
- c) This warranty only applies for JetRolls units purchased after February 1st, 2020.

3.3. Duration

The duration of the warranty is 7 years, beginning on the date of purchase from CanDOCK or an authorized CanDOCK distributor/dealer. This warranty is regressive, and it will apply at the following percentages through time:

0 to 1 year :	100 %
1 to 2 years :	85 %
2 to 3 years :	70 %
3 to 4 years :	55 %
4 to 5 years :	40 %
5 to 6 years :	25%
6 to 7 years :	10%
7 years + :	0%

3.4. How the warranty applies

If your JetRoll is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your JetRoll unit, we may replace it with a new or reconditioned product of the same or equivalent design.

3.5. Important caution

Although the JetRoll unit is virtually maintenance free, minimum care must be carried out by the Distributor or the “purchaser” for this warranty to apply:

- a) The JetRoll and its components should be verified once a year to make sure they are properly functioning.
- b) Anchoring accessories of the JetRoll should also be verified once a year to make sure they are working properly, that they are not exerting any excessive pressure on the JetRoll and/or the anchor points on the system and finally to make sure they are in proper operating conditions

3.6. Limitations

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

3.7. Claims

- a) If a JetRoll unit fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK’s head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM. Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANTY CLAIM FORM is also available on CanDOCK’s website at the following address: <http://www.candock.com/about-us/support-and-warranty/>
- b) Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser’s expense, repaired and/or replacement products to the site. “Repair” may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser’s expense.

This warranty is the only one we will give you on your CanDOCK product, and it sets forth all our responsibilities regarding your CanDOCK product. There are no other express warranties.

4. Liability limitation and warranty document for the CanDOCK aluminum access ramps

Including but limited to following ALUMINUM ACCESS RAMPS components: the gangway frames (for models ranging within the maximum width of 5' and maximum length of 32'), the welded or bolted components such as departure angles, sliders, rollers and hinges.

***For information in regards with the warranty on the plastic panels (flooring system of the gangways), please refer to the Manufacturers website (THRUFLOW™) at: <http://thruflow.com/>

General

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 1-year limited warranty.

4.1. Conditions

The CanDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

- a) In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK™ products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address:
<http://www.candock.com/about-us/support-and-warranty/register-product/>
- b) The configuration and installation of the gangway must be completed according to the rules and standards that are described in CanDOCK's Owners Manuals as well as in the Gangway load capacities and certifications, both which are available on CanDOCK's website at the following address: <http://www.candock.com/about-us/support-and-warranty/>
- c) The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being an access ramp to link any given shoreline to a CanDOCK modular floating dock.
- d) The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by the Distributor, the customer or any third party.
- e) The CanDOCK warranty does not extend or apply to the following:
 - normal wear;
 - any product damaged as a result of accident, fire, flood or unforeseeable act;

- damage caused by frost, ice or glass, sharp objects such as stone;
 - any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative;
 - the installation of CanDOCK products.
- f) THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF CANDOCK MANUFACTURED PRODUCTS. CanDOCK neither assumes nor incurs any other obligation or liability for the condition of CanDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CanDOCK warranty.
- g) IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

4.2. Coverage

- a) Any defect such as cracks and breakage caused by defects in material and manufacturing workmanship from the Gangway use, under normal weather/sea/lake/river conditions (less than 60cm / 2ft high waves). CanDOCK products are well known to withstand very harsh weather conditions without any damages. If your dock might be exposed to weather conditions outside of the scope of this warranty or if you are planning on using it for another purpose than a floating dock, please contact us directly for more information on how the warranty could apply.
- b) This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.

4.3. Duration

The duration of the warranty is 1 year, beginning on the date of purchase from an authorized CanDOCK distributor or dealer.

4.4. How the warranty applies

If your Gangway is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your Gangway unit, we may replace it with new or reconditioned products of the same or equivalent design.

4.5. Important caution

Although the CanDOCK's gangways are easy to maintain, a basic inspection must be carried out by the Distributor for this warranty to apply:

- a) It is important that the Purchaser inspects each welds and joints that are composing his gangway in order to prevent breakage or injuries.
- b) Mounting accessories of the gangways that are composing the gangway should also be verified once a year to make sure all components are working properly, that they are not exerting any excessive pressure on the system and/or the anchor points on the system and finally to make sure they are in proper operating conditions

4.6. Limitations

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

4.7. Claims

- a) If a gangway unit fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM. Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANTY CLAIM FORM is available on CanDOCK's website at the following address: <http://www.candock.com/about-us/support-and-warranty/>
- b) Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.

This warranty is the only one we will give you on your CanDOCK product, and it sets forth all our responsibilities regarding your CanDOCK product. There are no other express warranties.

5. Liability limitation and warranty document for the CanDOCK modular gangway

5.1. Warranty coverage

CanDOCK Inc. (hereinafter, the “Manufacturer”) warrants (i) that the Modular Gangway (hereinafter, the “Product”) will perform functionally as described in the documentation provided in accordance with the sale agreement and Manufacturer’s specifications and instructions supplied with the Product, including the Manufacturer’s tutorials; and (ii) that the Product and user documentation furnished by the Manufacturer are compatible; and (iii) that the Product shall be free of defects in workmanship, and materials which prevent them from being used for their intended purpose.

5.2. Duration

This warranty shall extend for one (1) year from the date of purchase. This warranty shall apply only to the Product or its replacements which incorporate all fixes or bypasses and enhancements delivered to the Purchaser.

5.3. Exclusions from the warranty coverage

The Manufacturer makes no express or implied warranties in connection with:

a) Non-conformities caused by:

- i) The Purchaser’s or any third party’s defective, careless or neglect assembly of the Product or assembly done in any other way than indicated by the Manufacturer’s instructions;
- ii) The Purchaser’s or any third party’s misuse, careless or improper storage, maintenance, inspection, replacement or repair of the Product;
- iii) The Purchaser’s or any third party’s alterations or unintentional damages to the Product;
- iv) The Purchaser’s or any third party’s unreasonable use, neglect, overloading the Product, dropping or otherwise shocking the Product, accident, improper service, normal wear and tear or other causes not arising from defects in materials and/or workmanship;
- v) Any other third party’s misrepresentation or misinformation regarding the Product assembly, storage, maintenance, inspection, replacement or repair;
- vi) Acts of force majeure, such as lightning, windstorm, hurricane tornado, hail, earthquake, flood or similar severe weather or any similar force majeure situation;

b) This warranty shall not apply if the Product or parts thereof shall have been abused, misused, or modified by the Purchaser of a third party other than as instructed or authorized by the Manufacturer.

c) This warranty does not cover accessories.

5.4. Exclusion of implied warranties; no other express or implied warranties

This warranty is in lieu of all other warranties whether written, oral, express, or implied, including without limiting the generality of the foregoing any warranty of merchantability or fitness as to a particular purpose.

5.5. Limitations

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

5.6. Remedies

In the event of any nonconformity covered by this warranty, the Manufacturer's obligation at its options shall be to correct or replace any part of the Product found to be defective or, if the Product cannot be made to comply with this warranty, to refund the original purchase price of the nonconforming Product, or replace it without charge.

Any services to be provided hereunder shall be performed in accordance with the prevailing professional standards of the Product industry.

5.7. Responsibility of the purchaser

If the Product fails under normal use and within the applicable warranty period, the Purchaser must submit a written claim to the Manufacturer's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM (See schedule A of the Manufacturer's Limited Warranty document). Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized Distributor. The WARRANTY CLAIM FORM is also available on the Manufacturer's website at the following address: <http://www.candock.com/about-us/support-and-warranty/>

Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, the Manufacturer will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.

This warranty gives you specific legal rights, and you may also have other rights which vary in each state or province.

6. Liability limitation and warranty document for the CanDOCK accessories

Including but limited to following accessories: Dock accessories, anchoring accessories

General

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 1-year limited warranty.

6.1. Conditions

The CanDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

- a) In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK™ products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address: <http://www.candock.com/about-us/support-and-warranty/register-product/>.
- b) The configuration and installation of the accessory must be completed according to the rules and standards that are described in CanDOCK's Owners Manuals which are available on CanDOCK's website at the following address: <http://www.candock.com/about-us/support-and-warranty/>
- c) The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being an accessory that is serving as intended (accessorizing or anchoring) along with the CanDOCK modular floating dock system.
- d) The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by the Distributor, the customer or any third party.
- e) The CanDOCK warranty does not extend or apply to the following:
 - normal wear;
 - any product damaged as a result of accident, fire, flood or unforeseeable act;
 - damage caused by frost, ice or glass, sharp objects such as stone;
 - any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative;
 - the installation of CanDOCK products.

- f) THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF CANDOCK MANUFACTURED PRODUCTS. CanDOCK neither assumes nor incurs any other obligation or liability for the condition of CanDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CanDOCK warranty.
- g) IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

6.2. Coverage

- a) Any defect such as cracks and breakage caused by defects in material and manufacturing workmanship from the accessory use, under normal weather/sea/lake/river conditions (less than 1m / 3ft high waves). CanDOCK products are well known to withstand very harsh weather conditions without any damages. If your dock might be exposed to weather conditions outside of the scope of this warranty or if you are planning on using it for another purpose than a floating dock, please contact us directly for more information on how the warranty could apply.
- b) This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.

6.3. Duration

The duration of the warranty is 1 year, beginning on the date of purchase from an authorized CanDOCK distributor.

6.4. How the warranty applies

If your accessory is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your Gangway unit, we may replace it with new or reconditioned products of the same or equivalent design.

6.5. Important caution

Although the CanDOCK's accessories are easy to maintain, a basic inspection must be done for this warranty to apply:

- a) It is important that the Purchaser inspects each connections, joints and mobile parts that are consisting his accessory to prevent breakage or injuries.
- b) Accessories should also be verified once a year to make sure all components are working appropriately, that they are not exerting any excessive pressure on the system and/or the anchor points on the system and finally to make sure they are in proper operating conditions.
- c) Specifically, for the "Anchoring Accessories", they should be verified to prevent excessive rust and excessive marine growth on a yearly basis. Shackles and other hardware components should also be verified every year to make sure they are all in proper functioning conditions.

6.6. Limitations

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

6.7. Claims

- a) If an accessory fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM. Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANTY CLAIM FORM is available on CanDOCK's website at the following address: <http://www.candock.com/about-us/support-and-warranty/>
- b) Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.

This warranty is the only one we will give you on your CanDOCK product, and it sets forth all our responsibilities regarding your CanDOCK product. There are no other express warranties.

