



A Tradition of Quality Since 1901

## COGAN LIFETIME STRUCTURAL WARRANTY

### **1. Definitions**

- a. "Cogan" means Cogan Wire & Metal Products Ltd.
- b. "Customer" means the purchaser of the Products.
- c. "Lifetime" means, with respect to any Product, a period of 25 years from the date of the Customer's purchase of such Product.
- d. "Notice" means written notice delivered by the Customer to Cogan by registered mail, certified mail, messenger or overnight courier to the following address:

2460 des Entreprises  
Terrebonne, Quebec  
Canada  
J6X 4J8

Attention: Warranty Department

- e. "Product" means the product manufactured by Cogan that is purchased by the Customer. Product 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.
- f. "Specifications" means, with respect to any Product, 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 Product.

### **2. Warranty**

- a. Cogan guarantees the structural integrity of all of its Products for the Lifetime thereof. Cogan will, at its expense, in the manner set forth herein, repair and, if necessary, replace any defective Product.
- b. The present warranty is limited to the Products installed in their original location by the Customer. 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.
- c. 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.
- d. 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.

### **3. Claims**

- a. 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.
- b. 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 Product. Cogan's



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liability under the present warranty is limited to the cost of materials manufactured by Cogan. Without limiting the generality of the foregoing, Cogan shall not be responsible for the installation costs of any replacement Product provided by Cogan under this warranty.

#### **4. Limitation of Liability**

- a. 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.
- b. 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:
  - (i) loss of revenue;
  - (ii) loss of actual or anticipated profits;
  - (iii) loss of the use of money;
  - (iv) loss of use of the Product;
  - (v) business interruption;
  - (vi) loss of business or opportunity; or,
  - (vii) loss of reputation.
- c. The present warranty is not transferable or assignable.

#### **5. Governing Law**

- a. 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.
- b. This warranty shall be treated as though it were executed and to have been fully performed in the Province of Quebec.
- c. 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.

#### **6. Acknowledgment**

The Customer, by its execution of this document, hereby acknowledges that it has read and understood the terms and conditions herein set forth.

Signed at \_\_\_\_\_, (month/day/year) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

[CUSTOMER]

Per :

Name :

Title :

Project :