

PART I: CONSUMER INFORMATION

Thank you for purchasing a Cogan product!

We want working together to be so seamless, it's effortless. Here are the key things you need to know about our standard procedures:

1. APPROVAL DRAWINGS

Approval drawings provide details of your order (Mezzanines, Cantilever Racking, Rack Protection, Guardrails, Partitions or Lockers). Please study them carefully and verify against site conditions. **What makes or breaks the success of a custom project is the time and attention given to the verification of approval drawings on site.**

Please check the measurements and make any changes, if necessary. Sign and return one copy to the engineer who worked on your project.

Important: The customer and/or end user is responsible for all final dimensions and specifications. *****Please contact Cogan if you are applying for a permit or if you require a slab verification.*****

2. PRODUCTION

Once we receive the signed approval drawings, your order will be scheduled for production and you will be advised of the expected delivery date. Please do not provide your customer with a delivery date until you receive one from us.

Production times will vary based on the size and complexity of your order. Our delivery estimates are usually highly accurate and we do everything we can to honor them. However, extenuating circumstances do happen. Cogan cannot be held responsible for delivery delays that are due to sudden changes in supplier lead times or to any other cause beyond our reasonable control.

For an estimate of our current lead times, refer to our website: <http://www.cogan.com/Our-Expertise/How-We-Work/>

3. TRANSPORT & MATERIAL RECEPTION

3.1 TRANSPORT CARRIER

Unless otherwise specified, Cogan will ship your order the best and most economical way. We can also provide the total weight and skid dimensions if you'd prefer to arrange your own transport. However, Cogan cannot be held responsible for any shipping damages or lost material should you choose your own carrier.

3.2 EXPECTED DELIVERY DATE & DELAYS

If you are not ready to receive your order by its expected delivery date, we can provide storage services for an additional fee. The material will remain the property of Cogan until fully paid.

In case of delivery delays, we recommend that installation be scheduled only after the shipment has been received and inspected. Cogan is not responsible for the installer's waiting time.

3.3 MATERIAL RECEPTION

All material must be stored indoors while awaiting installation. This is to prevent any damage that could be caused by prolonged exposure to the elements. **Cogan is not responsible for any damage due to material being left outside prior to installation.**

3.4 MISSING PARTS

Every order that leaves our facility is carefully photographed and inspected prior to shipment. We know exactly how your order looked when it left Cogan and how it should look when it arrives. If ever you receive your order and material is missing, we'll reference our shipping photos and determine if the material was:

1. Never placed on the truck and is still at our facility.
2. Lost in transport.

If the material was left at our facility, we will send the missing components within a timeframe deemed reasonable by Cogan. In certain situations where it may be less costly to purchase the material locally, we will provide you with a credit to do so.

If the material was lost in transport and you paid for Cogan freight, we will send replacement material free of charge. If you arranged your own transport, we will send replacement material at an additional cost and it will be up to you to make a claim with your carrier. We will of course provide any photos or information you might need to support your claim.

To report missing parts, please contact your RFQ Manager. Have your Cogan order number, drawings and missing parts list on hand when you call.

3.5 SHIPPING DAMAGE OR DEFECTIVE PARTS

We handle damaged material in much the same way that we take care of missing material. Every order is inspected and carefully photographed prior to shipment from the Cogan plant. This allows us to prove that all material is in good condition when it leaves our facility.

If material is received in a condition which is less than satisfactory or if you discover a defect that will require service or adjustment, first note the damage on the freight bills and contact Cogan immediately to report the problem.

We will ask you to take photos of the damage. We will then compare your photos with our shipping photos and determine if the damage occurred before or after the order left our facility.

If damage occurred in transport and you paid for Cogan freight, we will send replacement material free of charge (within a timeframe deemed reasonable by Cogan). If you arranged your own transport, we will send replacement material at an additional cost and it will be up to you to make a claim with the carrier. We will of course provide any photos or information you might need to support your claim.

To report damaged or defective material, please contact your RFQ Manager. Have your Cogan order number and material list on hand when you call. This will help us address the issue faster.

4. INSTALLATION

4.1 COGAN RECOMMENDED INSTALLERS

We strongly suggest that you use a Cogan Recommended Installer to contract the installation. Please contact the Cogan manufacturer's representative nearest you for a referral. Cogan Recommended Installers have previous experience working with our products and can reduce the risk of installation errors that may void our Warranty.

4.2 THE JOB SITE

Your order has been designed to suit your specific requirements. Extra care has been taken to ensure that the components have been fabricated for ease of installation. However, the drilling of some holes on the job site as well the application of some minor touch-up paint may be required. This is normal and considered part of the field work; the installer shall not be compensated. Refer to the installation procedures on the drawings supplied with the shipment.

4.3 LOCAL CODES AND REGULATIONS

Due to the variation of safety/building codes between regions, it is the responsibility of the customer and/or end user to ensure that the product complies with all the respective electrical, fire, or safety/building codes, which influence its use and installation.

The customer and/or end user must arrange for the appropriate installation and testing of the Cogan product such that all state, provincial or local safety codes are respected. If necessary, the customer must obtain state, provincial or local permits before using the Cogan product and that these permits are to be obtained at the customer's expense.

9. WARRANTY CLAIMS

Cogan offers a 1-year Warranty for "work performed and materials furnished". If you encounter an issue with one of our products, please call 1-800-567-2642 ext. 232 or 237. We will issue a work order with a pre-approved \$35/hr budget for the repairs. **Do not attempt to fix the problem without Cogan authorization and an official work order. This will void our Warranty.** We will not accept back charges for any repairs, modifications or alterations done without a Cogan work order. We are also not responsible for any damage caused by exceeding the conditions and capacity for which the product was designed.

Please note that Cogan is also not be responsible for the installation costs of any replacement material provided by Cogan under this Warranty. See Warranty for complete details.

To make a warranty claim, please contact your RFQ Manager. Have your Cogan order number on hand when you call. This will help us retrieve your file a lot faster.

PART II: WARRANTY

Work Performed and/or Materials Furnished

1. DEFINITIONS

- a. **“Cogan”** means Cogan Wire & Metal Products Ltd.
- b. **“Customer”** means the purchaser of the Products.
- c. **“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.
- d. **“Notice”** means written notice delivered by the Customer to the Customer’s assigned Cogan RFQ Manager by e-mail notification.
- e. **“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.
- f. **“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.

2. WARRANTY

- a. 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.
- b. Upon written 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.
- c. The present warranty is limited to the Materials installed in their original location by the Customer or a Cogan Recommended 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.
- d. Cogan’s liability under the present warranty is subject to (i) the Customer’s proper installation of the product by a recommended 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.
- e. 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 Material. Cogan’s 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 Material 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.