



CANTEK AMERICA INC.

www.canokamerica.com

LIMITED WARRANTY

1. Cantek America Inc. ("Cantek") warrants to the distributor that new equipment will be free from defects in material and workmanship under normal use for a period of three hundred and sixty-five (365) days after the distributor ships the equipment to the first distributor of the equipment (the "distributor's customer"). The warranty terminates if the distributor's customer transfers ownership of the equipment prior to the expiry of such 365-day period, or if the distributor has not delivered the equipment to a purchaser within one year of the delivery of the equipment. The warranty is not transferable by the distributor.
2. Electric motors, switches and electronic components, wear parts such as bearings, belts and chains, are warranted for ninety (90) days from the date of shipment of the equipment to the distributor's customer. The period covered by this warranty is calculated on the basis of one eight-hour shift per day, five days per week. This warranty is in favor of the distributor and is not cancelable.
3. Cantek reserves the right to invoice the distributor for parts replaced under warranty, pending return of the defective parts for inspection and determination of the cause of failure. Returned parts to Cantek from the distributor must be freight prepaid.
4. The distributor is responsible for freight costs, in the shipment of parts replacing defective parts, between the machine manufacturer's plant and the distributor's plant.
5. Cantek shall not be responsible for work done, materials furnished or repairs made by others, who are not authorized by Cantek.
6. This limited warranty does not cover damage or loss resulting from misuse, accident, neglect, or improper installation, operation or maintenance.
7. This limited warranty will be invalid if the distributor's customer neglects to provide adequate dust extraction to ensure that the equipment is operating in a clean environment. Where compressed air is required to operate the equipment, the supply must be properly filtered and moisture free.
8. Cantek will not be liable for lost profits, loss of business, inconvenience, damage or injury to properties or persons, or other loss or damage relating in any way to the equipment, products or services, whether direct or consequential, special, indirect or punitive, even if advised of the possibility of such losses or damages, or for any claim by any third party. The foregoing limitations apply regardless of the causes or circumstances giving rise to such loss, damage or liability, even if such loss, or damage or liability is based on negligence or other torts or breach of contract including, without limitation, fundamental breach or breach of a fundamental term.
9. The foregoing limited warranty constitutes the entire warranty given by Cantek. There are no other warranties or conditions, express or implied, in respect of the equipment, products or services contemplated by these terms, including without limitation, no warranties or conditions of merchantability or fitness for a particular purpose. Cantek disclaims all other warranties or conditions.
10. By accepting delivery of equipment, products or services, the distributor agrees to be bound by and accept the terms, conditions and limitations of this limited warranty.