

Canwest Tanks & Ecological Systems Ltd. LIMITED WARRANTY

Canwest Tanks & Ecological Systems Ltd. ("Canwest") provides a limited warranty on the parts in each treatment device for a two (2) year period. All warranty issues shall be resolved through and by Canwest, whose decisions will be final and binding.

Subject to the terms and conditions of this limited warranty, Canwest warrants that the parts included in each treatment device will be free from defects in material and workmanship for a two (2) year period from the earlier of date of installation treating household wastewater and thirty (30) days after purchase from Canwest or a Canwest authorized dealer.

To the extent permitted by law, there are no implied warranties, including, without limitation, any warranty of fitness for any particular purpose, that a device or its parts will be durable for any period of time, or that a device or its parts are of merchantable quality. In jurisdictions that do not allow limitations on implied warranties, or on how long an implied warranty lasts, the above limitation may not apply to you if Canwest sold the device that you purchased in such a jurisdiction.

Canwest's sole obligation under this warranty is as follows: Canwest shall fulfill this warranty by, in Canwest's sole discretion, repairing or exchanging any component part, F.O.B. Canwest's factory that in Canwest's judgment shows evidence of defects, provided said component part has been paid for and is returned through an authorized dealer, transportation prepaid. The claim under this limited warranty must clearly specify the nature of the defect. The claim must be accompanied by proof of purchase and be received by Canwest within the two (2) year period stated above.

The limited warranty does not cover treatment processes/devices/parts that: (a) have been flooded by external means, (b) have been disassembled, altered, modified or repaired by unauthorized persons, (c) were improperly installed, (d) have been subjected to external damage, (e) have been damaged by any cause including due to altered or improper wiring or overload protection, (f) have damage caused by accident, fire, misuse, neglect, unusual physical or electrical stress, improper or lack of maintenance or use outside of Canwest's published guidelines (whether published before or after your purchase of the device), (g) have serial numbers or date tags that have been removed or altered, (h) have any parts that were not supplied or manufactured by Canwest, (i) are limited life components or parts that have been subject to normal wear and tear, such as seals, gaskets and coatings (unless they are found by Canwest to have been non-functional or broken upon purchase).

This limited warranty applies only to the treatment process/device and does not include any of the house wiring, plumbing, drainage, or disposal system. Canwest is not responsible for any delay or damages caused by defective devices, parts, components or material, or for loss incurred because of interruption of service, or for any other special or consequential damage or expenses arising from the manufacture, sale, or use of a process/device.



Canwest reserves the right to revise, change or modify the construction and design of the treatment process/device for household wastewater or any component part or parts thereof without incurring any obligation to make such changes or modifications in previously sold equipment.

Canwest also reserves the right, in making replacements of component parts under this warranty, to furnish a component part which, in its judgment, is equivalent to the part being replaced.

The maximum liability of Canwest under this limited warranty is expressly limited to the lesser of the price you have paid for the device/process or the cost of repair or replacement of the parts/components that are found by Canwest to be defective. Under no circumstances will Canwest be responsible to you for any other direct or consequential damages caused by the device or process or the failure of the device or process to perform, including but not limited to lost profits, lost income, labor charges, delays in production, and/or idle production, which damages are caused by a defect in material and/or workmanship in its parts. This limitation of liability applies whether damages are sought, or a claim made, under this limited warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or amended by any person and is effective even if you have advised Canwest or an authorized representative of Canwest of the possibility of such damages. Some jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you if Canwest sold the device that you purchased in such a jurisdiction.

The warranty is expressly in lieu of any other express or implied warranty, excluding any warranty of merchantability or fitness and of any other obligation on the part of Canwest. This warranty gives you specific legal rights, and you may also have other rights which may vary between the Canadian Provinces or legal jurisdictions as well as from state to state in the USA.

