

WARRANTY POLICY

ENVIROSYS®



1. ENVIROSYS WARRANTY

- 1.1 All new motorised equipment, manufactured by ENVIROSYS is warranted to be free from any defects in material and workmanship for a period of six (6) months / limited hours after start up;
- 1.2 period of six (6) months / limited hours after start up;
- 1.3 Any spare part which has been repaired or replaced under this warranty is covered for the duration of the warranty over the equipment as a whole;
- 1.4 New ENVIROSYS parts are warranted for a period of three (3) months from the date of delivery;
- 1.5 Parts repaired by ENVIROSYS are warranted for a period of thirty (30) days from the date of delivery;
- 1.6 In any case this warranty period be extended due to the non usage of the unit for any period of time or for any reason, including repair, inspection, or else.

2. OBLIGATION UNDER THIS WARRANTY

ENVIROSYS sole obligation under this warranty is limited to the repair or replacement of the defective part, as stipulated hereinafter, at ENVIROSYS option:

- 2.1 The repair work is made on site by an ENVIROSYS technician or by an authorized dealer. Repair work will be carried out during regular working hours. Unless agreed upon in writing ENVIROSYS, there will be no reimbursement to the owner for any labour or material supplied to perform unauthorized work or to help the service technician performing the repair;
- 2.2 The defective equipment is returned to ENVIROSYS or to an authorized dealer. Transportation charges, both ways, will be at owner's expense;

3. REIMBURSEMENT

ENVIROSYS will reimburse customer or the authorized dealer for any repair covered by this warranty, under the following conditions:

- 3.1 Defective part will be either repaired or replaced by ENVIROSYS. Should repair potentially create prejudice to customer, part will be replaced and defective part returned to ENVIROSYS, freight prepaid;
- 3.2 ENVIROSYS will reimburse 100% of parts dealer net price for new or reconditioned parts. When the distributor must move itself on the site of the operation, ENVIROSYS R will pay 60\$/ hour to cover the cost of the dealer travelling time and 1, 40\$ per kilometres.
- 3.3 ENVIROSYS will supply Dealer with estimated time for replacement or repair of any parts or components; this estimated labour cost will be used in the reimbursement of claim by the Dealer. All repair work will be reimbursed at regular working hour rate and no compensation will be done for overtime. Hourly rate to be used for reimbursement will be 60\$/ hour. *

4. This warranty is valid provided that:

- 4.1 The equipment remains in the original purchaser ownership or is returned to and resold by the dealer;
- 4.2 Start-up has been carried out by ENVIROSYS authorized dealer;
- 4.3 An official form of warranty registration has been completed and signed by the new owner of the equipment and returned to ENVIROSYS within ten (10) days from start-up. This form shall be signed by the new owner or its representative and state the exact date of start-up;
- 4.4 Damages are not the results, in ENVIROSYS opinion, of misuse of the equipment, negligence or accident, lack of maintenance, use of parts or lubricants not approved by ENVIROSYS, faulty repairs or adjustments carried out by the owner personnel, or modifications to the equipment without ENVIROSYS authorization;
- 4.5 A warranty claim, together with satisfactory evidence thereof, has been given to ENVIROSYS within fifteen (15) days after the occurrence of such defect. The dealer should notify ENVIROSYS of any outstanding claims before the fifteenth (15) day after warranty has expired;
- 4.6 The dealer is to use only ENVIROSYS genuine parts for any claim under this warranty. In certain cases, ENVIROSYS may authorize dealer to use parts other than ENVIROSYS original parts. In such case, ENVIROSYS shall reimburse Dealer for the part. Credit will be issued at the net purchase price or at the net ENVIROSYS price, the lowest price prevailing;
- 4.7 All repairs have been done in the manner prescribed by ENVIROSYS.
- 4.8 Diagnostic of failure should be established in conjunction with ENVIROSYS service department prior to repair.
- 4.9 The hour meter has functioned continuously.

5. This warranty does not cover:

- 5.1 The cost of repair, modifications or other work performed or ordered by owner and not approved by ENVIROSYS, or any administration and indirect costs;
- 5.2 Any used equipment, such equipment being sold without any warranty whatsoever. Purchaser accepts it at its own risk and renounces in advance any recourse against ENVIROSYS.
- 5.3 Normal maintenance items such as oil, grease, belts, filter elements, etc...;
- 5.4 Any damage caused by replacement, repair or inspection of parts by the dealer;
- 5.5 Any personal injury, material damage or other direct or indirect expenses or loss of profit in connection with the warranty claim;
- 5.6 Any claim of less than seventy-five (75.00\$) dollars;
- 5.7 Any travelling expenses such as food & lodging and subsistence cost of a technician or costs related to the transportation of equipment.
- 5.8 This warranty does not constitute in any way a guarantee of performance or production.

ENVIROSYS reserves the right to make changes or improvements to their products without notifying the prior purchasers. For all changes or improvements, ENVIROSYS will not be obliged to add these changes or modifications, at his expense, to the equipment already sold. The equipment is subject to no warranty other than that expressly described in ENVIROSYS warranty policy.

I accept all the terms of this policy of guarantee :

X

Date :

ENVIROSYS.®

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