



DATACER SYSTEM SALES CONTRACT

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KEEP YOUR PURCHASE INVOICE It is very important to keep the original invoice for the purchase of your equipment or a legible copy of it. **Otherwise, LAPIERRE EQUIPMENT INC. will not accept your warranty claim.**

The term MANUFACTURER is used for LAPIERRE EQUIPMENT to simplify the text.

SECTION 1 | TWO-YEAR LIMITED WARRANTY

The MANUFACTURER warrants that all new products are free of defects in manufacturing, materials, and workmanship. The warranty is valid for the end user for a period of two years from the date of invoice for the product.

The warranty only applies when the product meets normal conditions of installation, use, and maintenance.

PRODUCT DEFECT | The appearance of a defect before the expiry date of the warranty must be reported to the MANUFACTURER immediately. The latter then repairs or replaces the defective parts with new equivalent parts.

DEFECTIVE PARTS | The defective parts replaced become the property of the MANUFACTURER. They are recovered during the after-sales service operation.

AESTHETICS | The aesthetic appearance of the products — parts and equipment — is covered by a 5-day warranty from the date of invoice.

While the warranty coverage for **remote support** is unlimited, that for parts and **workshop** labour is two years. However, labour for **on-site support**, at the customer’s location, is not covered by the warranty.

WARRANTY DURATION TABLE			
PARTS	LABOUR		
	Workshop	On-site support (diagnostic, repair)	Remote support
2 years	2 years	No	Unlimited

SECTION 2 | WARRANTY TRANSFERABILITY

This warranty is transferable. Its applicability is subject to verification of the serial number.

SECTION 3 | EXCLUSIONS TO THE WARRANTY CERTIFICATE

3.1 OBSERVED CONDITIONS

This warranty becomes null and void when one or more of the following conditions are observed.

3.1.1 An altered, modified, or removed serial number

3.1.2 A product damaged by:

3.1.2.1 The user

- Usage deemed abusive or negligent.
- An accident caused by the user.

3.1.2.2 Negligence in following the instructions in the user manual

- Negligence on the part of the user to follow the instructions in the user manual: installation, settings; startup, operation, and use of the equipment; maintenance, cleaning, and post-season storage of the equipment; and all other recommendations provided by the MANUFACTURER.

3.1.2.3 The installation, modification, or repair of the equipment

- Installation in a location unsuitable for normal use.
- A modification or repair not authorized by the MANUFACTURER.

3.1.2.4 A non-compliant equipment part

- The use of equipment parts other than the original parts from the MANUFACTURER.
- The use of equipment parts obtained through a service centre, technician, or distributor not authorized by the MANUFACTURER.
- The use of equipment parts likely to alter or damage the equipment.

3.1.2.5 An electrical problem

- A variation, an electrical surge, or excessive voltage.
- Poor quality of the power supply or electrical connection.

3.1.2.6 A problem with the cleaning products

- The use of cleaning products or acids likely to alter or damage the equipment, or used without following the recommendations of their respective manufacturer.

3.1.2.7 Inappropriate storage of corrosive products

- Corrosive products such as chlorine, for example, must not be stored in the same room as your equipment.

3.1.2.8 An event beyond control

- Events which are beyond the control of the MANUFACTURER, such as a mechanical shock (impact, collision, vibrations), water damage or a flood, a fire, lightning, a storm, an earthquake, or any other natural or human disaster.
- Interference on the DATACER frequency range.

3.2 EXPENSES AND LOSSES

This warranty does not cover the following expenses or losses.

3.2.1 Expenses for:

- transporting the equipment to the repair site and bringing it back to the customer,
- making the product accessible during a service call,
- labour service calls for on-site support at the customer's location. The warranty applies when a flaw, malfunction, or defect in manufacturing, materials, or workmanship appears,
- service calls associated with product start-up at the beginning of the season and product shutdown at the end of the season or after the season.

3.2.2 Losses:

- revenue losses caused by:
 - o maple sap harvest losses,
 - o syrup quality;
- production losses, in terms of quantity or quality, related to the provisions covered by this warranty.

SECTION 4 | SPECIFIC CLAUSES

- The list of equipment required for the installation of the DATACER system is drawn up on a realistic basis, taking the experience acquired and the information known into account, including those of the needs and constraints raised by the customer.
 - o During the installation and startup of the DATACER system, equipment may be added to ensure its proper functioning. The costs associated with these additions are authorized and assumed by the customer.
 - o Conversely, uninstalled equipment is subject to a full credit if it is received by the MANUFACTURER before the end of the thirtieth (30th) day following the date of invoice. Storage costs of 20% of the purchase price before taxes apply if the return is made after 30 days following the date of invoice. No return is accepted after 90 days following the date of invoice. Shipping costs are payable by the BUYER.
 - o To be receivable, the returned equipment must be clean, in perfect resalable condition, and in its original, intact packaging.
- The MANUFACTURER is not responsible for any loss of performance of the DATACER system caused by interference affecting the quality of the system frequency range.
 - o For the completion of complex projects, fees apply to carry out analysis and testing work in the field. This work is done by a product specialist designated by the MANUFACTURER. These fees are credited by 50% if the customer signs an order—that is, the quote and its attached contract.

- Service fees apply if the MANUFACTURER configures third-party variable frequency drives (VFDs) to accommodate the DATACER system functions. Connections to these variable frequency drives must be made by a duly qualified electrician. The MANUFACTURER is not responsible for the proper functioning, support, and possible damage caused by the use of these variable frequency drives.
- Installation, startup, training, and after-sales support are provided by the distributor or corporate representative of the MANUFACTURER.
- The costs associated with reprogramming the DATACER system settings following an increase in the security level (firewall) of the internet network are assumed by the customer.

SECTION 5 | RESPONSIBILITIES OF THE CUSTOMER

- The customer must provide a map of the following locations, including the GPS tracking system data: the shack, the pumping stations, the ends of the lines, and the radio transmitters. Charges apply if the MANUFACTURER must produce this document.
- The customer assumes the expenses of installing the masts and antennas located outside the shack and at the pumping stations. The same goes for the stakes installed in the maple grove which receive the vacuum transmitters before they are put into operation.
- The customer assumes the electrician's costs for the necessary electrical connections when handling electrical circuits of equipment with currents greater than 30V.

SECTION 6 | DISCLAIMER

The MANUFACTURER may not be held liable for incidental or indirect damage, nor for implied material damage.

In the event of a warranty claim, the MANUFACTURER bears no responsibility for:

- the direct or consequential loss of time, production, or profits,
- inconveniences,
- the costs of acquiring equipment, replacing parts, or storage.

SECTION 7 | SUBMITTING YOUR WARRANTY CLAIM

Here is the procedure to submit your warranty claim.

- Contact your representative or distributor, our service centre, or our head office to submit your warranty claim and schedule the after-sales service operation, if necessary.
- **IMPORTANT** | For any claim, you must submit your original purchase invoice or a legible copy of it. Otherwise, the MANUFACTURER will not accept your claim.
- The MANUFACTURER will inspect your equipment and confirm whether your warranty claim is accepted.

If **so**, the MANUFACTURER will carry out an after-sales service operation according to the provisions specified in *Section 1. TWO-YEAR LIMITED WARRANTY*.

If **not**, charges for parts and **workshop** labour apply.

In either case, labour for **on-site support** at the customer's location is not covered by the warranty (see *Table in Section 1*) and charges apply. This may include the travel expenses of a technician and their mileage, the working time of the technician at the hourly rate in effect, a daily allowance for meals, and other expenses, if applicable.

- The functional equipment is then returned to the customer in a condition comparable to that in which it was found when it was received. This *comparable condition* was determined beforehand by the MANUFACTURER and/or one of its representatives or distributors.
- This after-sales service operation under warranty does not extend the duration of the warranty on the equipment. The end date of the warranty remains the same.

SECTION 8 | CONTACT INFORMATION FOR THE MANUFACTURER

Lapierre Equipment Inc.
99, rue de l'Escale
Saint-Ludger (QC)
G0M 1W0

Toll Free 1 833 548.5454
Telephone 819 548.5454
Fax 819 548.5460
info@elapierre.com

SECTION 9 | SIGNATURE ♦ REMOTE CONNECTION AUTHORIZATION FOR THE DATACER SYSTEM

By purchasing the DATACER system from the MANUFACTURER, we, the CUSTOMER, expressly permit remote connections to the system by each of the following parties: the MANUFACTURER as well as its employees, representatives, proxies, agents, and members of its group. These connections are exclusively made in the context of managing, maintaining, and repairing the system. We release, discharge, and hold harmless the MANUFACTURER and its employees, representatives, proxies, agents, and members of its group from any liability arising from remote access and connection to the system.

We authorize the sharing of data which may be stored by LAPIERRE EQUIPMENT INC. between its employees, representatives, proxies, agents, and members of its group in both Canada and the United States.

We therefore authorize the connection of computers performing remote operations on our computer systems. This authorization is valid for the entire duration for which the DATACER system is in service.

THE CUSTOMER

IN WITNESS WHEREOF, I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS SALES CONTRACT.

FIRST NAME: _____ LAST NAME: _____

COMPANY: _____

ADDRESS: _____

CUSTOMER'S SIGNATURE: _____

DATE: _____



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