

# GENERAL WARRANTY (WARRANTY CERTIFICATE)

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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.

# 1. TWO-YEAR LIMITED WARRANTY

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

Furthermore, the warranty on parts and labour carried out on site, at the customer's location, is valid for a period of up to two years, depending on 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.

Refer to Section 10 — WARRANTY SUMMARY TABLE for more information about the warranties.

## 2. ONE-YEAR LIMITED WARRANTY

**NEW PRODUCTS AND EQUIPMENT |** This warranty applies to certain products from our suppliers, certain wearing parts of our evaporators, extractor pumps, and certain labour services performed either by the MANUFACTURER or one of our suppliers.

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 one year, on parts and labour, from the date of invoice of the product. It only applies when the product meets normal conditions of installation, use, and maintenance.

The provisions of Section 1 — PRODUCT DEFECTS, DEFECTIVE PARTS, and AESTHETICS also apply.

**USED PRODUCTS AND EQUIPMENT** | This warranty applies to used products, unless otherwise stated.

The MANUFACTURER warrants that all used products are free of defects in manufacturing and materials. The warranty is valid for the end user for a period of one year, on parts and workshop labour, from the date of invoice of the product. It only applies when the product meets normal conditions of installation, use, and maintenance.

The provisions of *Section 1 — PRODUCT DEFECTS* and *DEFECTIVE PARTS* apply. *The AESTHETICS* provision does not apply.

**OUT-OF-WARRANTY REPAIRS** | This warranty also applies to out-of-warranty repairs, unless otherwise stated.

The MANUFACTURER warrants all out-of-warranty repairs for a period of one year, on parts and workshop labour, from the date of invoice of the repair. It only applies when the product meets normal conditions of installation, use, and maintenance.

The provisions of *Section 1 — PRODUCT DEFECTS* and *DEFECTIVE PARTS* apply. *The AESTHETICS* provision does not apply.

Refer to Section 10 — WARRANTY SUMMARY TABLE for more information about the warranties.

# 3. THREE-MONTH LIMITED WARRANTY

Hardware and accessories from suppliers.

# 4. ORIGINAL MANUFACTURER'S WARRANTY

Tools and instruments from suppliers.

# 5. OTHER WARRANTY

Collection tubing and fittings have their own warranty — warranty certificate. Refer to the document: WARRANTY CERTIFICATE — Collection tubing and fittings.

#### 6. WARRANTY TRANSFERABILITY

This warranty is transferable and applicable upon presentation of the original purchase invoice or a legible copy of it.

## 7. ELIGIBILITY FOR WARRANTY REPAIRS AND MODIFICATIONS

To be eligible for the warranty, any warranty repair or modification must MANDATORILY BE APPROVED BEFOREHAND by the MANUFACTURER, whether it is carried out by one of ITS AUTHORIZED DISTRIBUTORS or by other third parties.

# 8. EXCLUSIONS TO THE WARRANTY CERTIFICATE

#### 8.1 OBSERVED CONDITIONS

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

#### 8.1.1 An altered, modified, or removed serial number

#### 8.1.2 A product damaged by:

#### 8.1.2.1 The user

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

#### 8.1.2.2 Negligence in following the instructions in the user manual

 Negligence on the part of the user to follow the instructions in the user manual: safety instructions, equipment installation, start-up and operating procedures, equipment maintenance and cleaning, and all other recommendations provided by the MANUFACTURER.

### 8.1.2.3 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.

#### 8.1.2.4 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.

#### 8.1.2.5 An electrical problem

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

## 8.1.2.6 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.

#### 8.1.2.7 Inappropriate storage of corrosive products

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

#### 8.1.2.8 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.

#### **8.2 EXPENSES AND LOSSES**

This warranty does not cover the following expenses or losses.

#### 8.2.1 Expenses for:

- transporting the equipment to the repair site and bringing it back to the customer,
- making the product accessible during a service call,
- service calls for reasons other than those provided for in the warranty. 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. However, these expenses may be covered if they are specified in the purchase contract,
- service calls received upon expiry of the warranty,
- annual equipment tune-ups.

#### 8.2.2 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

#### **8.3 EVAPORATORS**

Please find below three conditions of exclusions to the warranty certificate specific to evaporators.

#### 8.3.1 Use of inappropriate wood, agents, and fuels

This warranty becomes null and void if a defect appears caused by the use:

- of wood that is painted or treated, or which contains chemicals or adhesive substances (glue),
- of any agent added to the evaporators,
- of any material, substance or fuel other than natural wood, for wood-fired evaporators,
- of any fuel other than No. 2 fuel oil, for oil-fired evaporators.

#### 8.3.2 Interior aesthetics of the pans

The interior aesthetic appearance of the pans is not covered by the warranty.

## 8.3.3 Ceramic glass of Vision® evaporator

The ceramic glass of Vision® evaporator is not covered by the warranty.

#### **8.4 EXTRACTORS AND TRANSFER TANKS**

The complete seal of an extractor or a transfert tank is not covered by this warranty.

# 9. PRODUCTS WITHOUT WARRANTIES

The MANUFACTURER does not offer any warranty on the following products:

- batteries installed on the equipment,
- pH sensors,
- electronic parts such as repair components purchased individually,
- products marked "Liquidation/Final sale" on the invoice no returns, no warranty.

# 10. WARRANTY SUMMARY TABLE

The following *Warranty Summary Table* illustrates whether or not a warranty applies to a product or service, as well as its duration, if applicable.

# **WARRANTY SUMMARY TABLE**

LAPIERRE  naturally innovative	PARTS	LABOUR		
		In workshop	On-site support (diagnostic, repair)	Remote support
R. O. Concentrators	2 years	2 years	1 year	2 years
Datacer	2 years	2 years	No	2 years
Finishing and processing equipment, including maple cream makers, bottling systems, candy machines, water jacketed bottling tanks, etc.	2 years	2 years	1 year	N/A
Evaporators including parts and pan washers	2 years Wearing parts*: 1 year	2 years Wearing parts*: 1 year	2 years Wearing parts*: 1 year Burners adjustment: 1 year	2 years
Extractors	2 years Pump: 1 year	2 years Pump: 1 year	1 year	2 years
Vacuum pumps **	2 years	2 years	1 year	2 years
Tanks (basins)	2 years Structure only	N/A	2 years Structure only	N/A
Transport tanks	1 year	N/A	1 year	N/A
Silos	1 year	N/A	1 year	N/A
Used products and equipment	1 year Unless otherwise indicated	1 year Unless otherwise indicated	N/A	N/A
Listed chimneys	20 years <i>Prorated</i>	N/A	N/A	N/A
Tools and instruments	From the original manufacturer	N/A	N/A	N/A
Hardware and accessories from suppliers	3 months	N/A	N/A	N/A
Fittings and accessories for tubing	1 to 5 years <i>Prorated</i>	N/A	N/A	N/A
Tubing	10 to 15 years Prorated	N/A	N/A	N/A
Out-of-warranty repairs	1 year	1 year	N/A	N/A

**SEALS** | All seals, regardless of the equipment, are wearing parts that come with a one-year warranty.

**BATTERIES, pH SENSORS, ELECTRONIC PARTS** | There is **no warranty** on batteries, pH sensors, and electronic parts such as repair components purchased individually.

**SUBMERSIBLE SENSORS** | The **2-year** warranty applicable to submersible sensors **is voided** when they freeze or are damaged by poor handling or negligent maintenance.

- \* Wearing parts gradually deteriorate as the equipment is used. Those found on evaporators are as follows: seals and refractory materials such as bricks and concrete.
- \*\* The warranty is that of the original manufacturer. This warranty is null and void if water is present in the pump.

# 11. 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.

# 12. 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.
- If applicable, 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 *sections 1. TWO-YEAR LIMITED WARRANTY* or *2. ONE-YEAR LIMITED WARRANTY*.

If **not**, you will be offered a cost estimate. 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.

- 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.

# 13. CONTACT INFORMATION FOR THE MANUFACTURER

Lapierre Equipment Inc. 99 Rue de l'Escale Saint-Ludger (QC) GOM 1WO

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