

# Candock limited warranty



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# 1-LIABILITY LIMITATION AND WARRANTY DOCUMENT FOR THE CANDOCK BASIC COMPONENTS

Including but limited to CanDOCK's: G2 Regular cubes, G2 Low-Profile cubes, G2Corner cubes, G2 Service cubes, G2 Service cubes, G2 Connecting pins, black sliding nuts, white nuts and white bolts.

#### **GENERAL**

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK, the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 20 years limited warranty.

#### 1.1- CONDITIONS

The CANDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

a- In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK TM Products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address:

- b- The configuration of the system must be built according to the rules and standards that are described in CanDOCK's Owners Manuals which are available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- c- The CanDOCK warranty applies to the Products being used exclusively for its intended purpose, being a modular floating dock system.
- d- The CanDOCK warranty does not apply when a defect or breakage (damage) to the Product results from the use of improperly or recklessly operated equipment by customers, Distributor or any third party.
- e- The CanDOCK warranty does not extend or apply to normal wear; any product damaged as a result of accident, fire, flood or unforeseeable act; damage caused by frost, ice or glass, sharp objects such as stone; any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative or related to the installation of CanDOCK Products.
- f- THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF



CANDOCK MANUFACTURED PRODUCTS. CANDOCK neither assumes nor incurs any other obligation or liability for the condition of CANDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CANDOCK warranty.

IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES g-(INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

# 1.2- COVERAGE

- Any defect such as cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship from normal dock use, under normal weather/sea/lake/river conditions (namely less than 1m / 3ft high waves). CANDOCK PRODUCTS ARE WELL KNOWN TO WITHSTAND VERY HARSH WEATHER CONDITIONS WITHOUT ANY DAMAGES. IF YOUR DOCK MIGHT BE EXPOSED TO WEATHER CONDITIONS OUTSIDE OF THE SCOPE OF THIS WARRANTY OR IF YOU ARE PLANNING ON USING IT FOR ANOTHER PURPOSE THAN A FLOATING DOCK. PLEASE CONTACT US DIRECTLY FOR MORE INFORMATION ON HOW THE WARRANTY COULD APPLY.
- This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.
- This warranty is only valid for products purchased after January 1<sup>st</sup>, 2014

# 1.3 DURATION

20 years, beginning on the date of purchase from an authorized CanDOCK distributor.

# 1.4- HOW THE WARRANTY APPLIES

If your CanDOCK product is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts or a new or reconditioned product of the same or equivalent design.

# 1.5- IMPORTANT CAUTION

Although CanDOCK products are virtually maintenance free, minimum maintenance must be carried out by the Distributor for this warranty to apply:



- The cubes, connecting pins, bolts and nuts should be verified once a year to make sure they are properly tightened together.
- Anchoring accessories should be verified once a year to make sure they are working properly, that they are not exerting any excessive pressure on the dock and/or the anchor points on the dock and finally to make sure they are in proper operating conditions

#### 1.6- LIMITATIONS

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

#### 1.7- CLAIMS

- If a CanDOCK product fails under normal use and within the applicable warranty period, Original Purchaser must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM (See schedule A of this CanDOCK's Limited Warranty document). Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor. The WARRANBTY CLAIM FORM is also available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.

This warranty is the sole warranty granted on CanDOCK Products, and it sets forth all our responsibilities regarding your CanDOCK product. There are no other express warranties.



# 2-LIABILITY LIMITATION AND WARRANTY DOCUMENT FOR THE CANDOCK JETSLIDE PRODUCT UNIT

Including but limited to following JETSLIDE components: The Jetslide unit, breathing valve and sealing plugs.

# **GENERAL**

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 5 years limited warranty.

# 2.1- CONDITIONS

The CANDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

a- In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK TM products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address:

- b- The configuration of the Jetslide system must be built according to the rules and standards that are described in CanDOCK's Owners Manuals which are available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- c- The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being a modular "drive-on" dry docking system for boats and personal watercrafts.
- d- The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by customers, Distributor or any third party.
- e- The CanDOCK warranty does not extend or apply to normal wear; any product damaged as a result of accident, fire, flood or unforeseeable act; damage caused by frost, ice or glass, sharp objects such as stone; any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative; the installation of CanDOCK products.
- f- THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF CANDOCK MANUFACTURED PRODUCTS. CANDOCK neither assumes nor incurs any other obligation or liability for



the condition of CANDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CANDOCK warranty.

IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

#### 2.2- COVERAGE

- Any defect such as cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship from the Jetslide use, under normal weather/sea/lake/river conditions (less than .66m / 2ft high waves). CANDOCK PRODUCTS ARE WELL KNOWN TO WITHSTAND VERY HARSH WEATHER CONDITIONS WITHOUT ANY DAMAGES. IF YOUR DOCK MIGHT BE EXPOSED TO WEATHER CONDITIONS OUTSIDE OF THE SCOPE OF THIS WARRANTY OR IF YOU ARE PLANNING ON USING IT FOR ANOTHER PURPOSE THAN A "DRIVE-ON" DRY DOCKING SYSTEM, PLEASE CONTACT US DIRECTLY FOR MORE INFORMATION ON HOW THE WARRANTY COULD APPLY.
- This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK bdistributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.
- This warranty only applies for Jetslides units purchased after April 1<sup>st</sup>, 2011.

# 2.3- DURATION

The duration of the warranty is 5 years, beginning on the date of purchase from an authorized Candock distributor or dealer. This warranty is regressive and it will apply at the following percentages through time:

100% 0-1 year:

1-2 years: 100%

2-3 years: 70%

3-4 years : 40%

4-5 years : 20%

More than 5 years: 0%



# 2.4- HOW THE WARRANTY APPLIES

If your Jetslide is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your Jetslide unit, we may replace it with a new or reconditioned product of the same or equivalent design.

#### 2.5- IMPORTANT CAUTION

Although the Jetslide unit is virtually maintenance free, minimum maintenance must be carried out by the Distributor for this warranty to apply:

- The Jetslide, connecting pins, bolts and nuts should be verified once a year to make sure they are properly tightened together.
- Anchoring accessories of the Jetslide should also be verified once a year to make sure they are working properly, that they are not exerting any excessive pressure on the Jetslide and/or the anchor points on the system and finally to make sure they are in proper operating conditions

#### 2.6- LIMITATIONS

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

# 2.7- CLAIMS

- If a Jestlide unit fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM (See schedule A of this CanDOCK's Limited Warranty document). Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANTY CLAIM FORM is also available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.





# 3-LIABILITY LIMITATION AND WARRANTY DOCUMENT FOR THE CANDOCK AIR ASSIST PRODUCT UNIT

Including but limited to following AIR ASSISTtm components: the black rigid tank, the air hoses and fittings and hardware, the control box, the electric pump as well as the valve system assembly.

#### **GENERAL**

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by Candock Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 1-year limited warranty.

#### 3.1- CONDITIONS

The CANDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

a- In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of Candocktm products within thirty (30) days of the date of purchase via the Online Registration system, available directly on Candock's website, at the following address:

- b- The configuration of the Air assist system must be built according to the rules and standards that are described in Candock's Owners Manuals which are available on Candock's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- c- The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being an "air-assisted" system for berthing boats that are exceeding 3000lbs / 1365kg.
- d- The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by customers, Distributor or any third party.
- e- The CanDOCK warranty does not extend or apply to normal wear; any product damaged as a result of accident, fire, flood or unforeseeable act; damage caused by frost, ice or glass, sharp objects such as stone; any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative and the installation of CanDOCK Products.
- f- THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF



CANDOCK MANUFACTURED PRODUCTS. CANDOCK neither assumes nor incurs any other obligation or liability for the condition of CANDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CANDOCK warranty.

IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES g-(INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

# 3.2- COVERAGE

- Any defect such as cracks, breakage, leaks, and ultraviolet deterioration caused by defects in material and manufacturing workmanship from the Air assist use, under normal weather/sea/lake/river conditions (namely less than 60cm / 2ft high waves). CANDOCK PRODUCTS ARE WELL KNOWN TO WITHSTAND VERY HARSH WEATHER CONDITIONS WITHOUT ANY DAMAGES. IF YOUR DOCK MIGHT BE EXPOSED TO WEATHER CONDITIONS OUTSIDE OF THE SCOPE OF THIS WARRANTY OR IF YOU ARE PLANNING ON USING IT FOR ANOTHER PURPOSE THAN A FLOATING DOCK. PLEASE CONTACT US DIRECTLY FOR MORE INFORMATION ON HOW THE WARRANTY COULD APPLY.
- This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.
- This warranty only applies for Air assist units purchased after July 1<sup>st</sup>, 2016.

# 3.3- DURATION

The duration of the warranty is 1 year, beginning on the date of purchase from an authorized CanDOCK distributor.

# 3.4- HOW THE WARRANTY APPLIES

If your Air Assist is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your Air assist unit, we may replace it with new or reconditioned products of the same or equivalent design.

# 3.5- IMPORTANT CAUTION

Although the Air Assist unit is virtually maintenance free, minimum maintenance must be carried out by the Distributor for this warranty to apply:



- The rigid tank, fittings, hardware and air hoses, electrical pump and the control box should be verified twice a year to make sure they are working properly.
- Anchoring accessories of the system that holds the Air assist should also be verified once a year to make sure all components are working properly, that they are not exerting any excessive pressure on the system and/or the anchor points on the system and finally to make sure they are in proper operating conditions

#### 3.6- LIMITATIONS

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

#### 3.7- CLAIMS

- If an Air assist unit fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM (See schedule A of this CanDOCK's Limited Warranty document). Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANBTY CLAIM FORM is also available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.



# 4-LIABILITY LIMITATION AND WARRANTY DOCUMENT FOR THE CANDOCK ALUMINUM ACCESS RAMPS

Including but limited to following ALUMINUM ACCESS RAMPS components: the gangway frames (for models ranging within the maximum width of 5' and maximum length of 32'), the welded or bolted components such as departure angles, sliders, rollers and hinges.

\*\*\*For information in regards with the warranty on the plastic panels (flooring system of the gangways), please refer to the Manufacturers website (THRUFLOWTM) at: http://thruflow.com/

#### **GENERAL**

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 1-year limited warranty.

# 4.1- CONDITIONS

The CANDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

a- In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK TM products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address:

- b- The configuration and installation of the gangway must be completed according to the rules and standards that are described in CanDOCK's Owners Manuals as well as in the Gangway load capacities and certifications, both which are available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- c- The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being an access ramp to link any given shoreline to a CanDOCK modular floating dock.
- d- The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by the Distributor, the customer or any third party.
- e- The CanDOCK warranty does not extend or apply to normal wear; any product damaged as a result of accident, fire, flood or unforeseeable act; damage caused by frost, ice or glass, sharp objects such as stone; any



products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative; the installation of CanDOCK products.

- THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF CANDOCK MANUFACTURED PRODUCTS. CANDOCK neither assumes nor incurs any other obligation or liability for the condition of CANDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CANDOCK warranty.
- IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

#### 4.2- COVERAGE

- Any defect such as cracks and breakage caused by defects in material and manufacturing workmanship from the Gangway use, under normal weather/sea/lake/river conditions (less than 60cm / 2ft high waves). CANDOCK PRODUCTS ARE WELL KNOWN TO WITHSTAND VERY HARSH WEATHER CONDITIONS WITHOUT ANY DAMAGES. IF YOUR DOCK MIGHT BE EXPOSED TO WEATHER CONDITIONS OUTSIDE OF THE SCOPE OF THIS WARRANTY OR IF YOU ARE PLANNING ON USING IT FOR ANOTHER PURPOSE THAN A FLOATING DOCK, PLEASE CONTACT US DIRECTLY FOR MORE INFORMATION ON HOW THE WARRANTY COULD APPLY.
- b-This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.

# 4.3- DURATION

The duration of the warranty is 1 year, beginning on the date of purchase from an authorized CanDOCK distributor or dealer.

# 4.4- HOW THE WARRANTY APPLIES

If your Gangway is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your Gangway unit, we may replace it with new or reconditioned products of the same or equivalent design.



#### 4.5- IMPORTANT CAUTION

Although the CanDOCK's gangways are easy to maintain, a basic inspection must be carried out by the Distributor for this warranty to apply:

- It is important that the Purchaser inspects each welds and joints that are composing his gangway in order ato prevent breakage or injuries.
- Mounting accessories of the gangways that are composing the gangway should also be verified once a year to make sure all components are working properly, that they are not exerting any excessive pressure on the system and/or the anchor points on the system and finally to make sure they are in proper operating conditions

#### 4.6- LIMITATIONS

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

#### 4.7- CLAIMS

- If a gangway unit fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM (See schedule A of this CanDOCK's Limited Warranty document). Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANBTY CLAIM FORM is also available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.



# 5-LIABILITY LIMITATION AND WARRANTY DOCUMENT FOR THE CANDOCK ACCESORIES

Including but limited to following accessories: Dock accessories, anchoring accessories

# **GENERAL**

Modular docking systems and accessories supplied under this warranty are manufactured from the best quality materials and are warranted by CanDOCK Inc., the manufacturer, to the original purchaser against defects in materials and workmanship, as specified under this limited warranty, occurring as a result of the manufacturing process during the stated time period, under normal use and service, subject to the terms and conditions contained in this 1-year limited warranty.

# 5.1- CONDITIONS

The CANDOCK warranty is strictly subject to the conditions set forth below which form an integral part hereof.

a- In order to ensure warranty coverage, the purchaser shall activate this Limited Warranty by properly registering the purchase of CanDOCK TM products within thirty (30) days of the date of purchase via the Online Registration system, available directly on CanDOCK's website, at the following address:

- b- The configuration and installation of the accessory must be completed according to the rules and standards that are described in CanDOCK's Owners Manuals which are available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- c- The CanDOCK warranty applies to the product being used exclusively for its intended purpose, being an accessory that is serving as intended (accessorizing or anchoring) along with the CanDOCK modular floating dock system.
- d- The CanDOCK warranty does not apply when a defect or breakage (damage) to the product results from the use of improperly or recklessly operated equipment by the Distributor, the customer or any third party.
- e- The CanDOCK warranty does not extend or apply to normal wear; any product damaged as a result of accident, fire, flood or unforeseeable act; damage caused by frost, ice or glass, sharp objects such as stone; any products repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative; the installation of CanDOCK products.
- f- THE CANDOCK WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ORIGINAL PURCHASERS OF



CANDOCK MANUFACTURED PRODUCTS. CANDOCK neither assumes nor incurs any other obligation or liability for the condition of CANDOCK manufactured products, nor authorizes any other party to assume any such obligation or liability on its behalf or to make representations as to the CANDOCK warranty.

IN NO EVENT SHALL CANDOCK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES g-(INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUFFERED OR INCURRED BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH THE USE OF CANDOCK PRODUCTS.

# 5.2- COVERAGE

- Any defect such as cracks and breakage caused by defects in material and manufacturing workmanship from the accessory use, under normal weather/sea/lake/river conditions (less than 1m / 3ft high waves). CANDOCK PRODUCTS ARE WELL KNOWN TO WITHSTAND VERY HARSH WEATHER CONDITIONS WITHOUT ANY DAMAGES. IF YOUR DOCK MIGHT BE EXPOSED TO WEATHER CONDITIONS OUTSIDE OF THE SCOPE OF THIS WARRANTY OR IF YOU ARE PLANNING ON USING IT FOR ANOTHER PURPOSE THAN A FLOATING DOCK, PLEASE CONTACT US DIRECTLY FOR MORE INFORMATION ON HOW THE WARRANTY COULD APPLY.
- This limited warranty extends only to the Original Purchaser of products from an authorized CanDOCK distributor or dealer ("Original Purchaser"). Warranty is not transferable to anyone who subsequently purchases products from the Original Purchaser, or to any subsequent purchaser.

# 5.3- DURATION

The duration of the warranty is 1 year, beginning on the date of purchase from an authorized CanDOCK distributor.

# 5.4- HOW THE WARRANTY APPLIES

If your accessory is defective, we will repair it, or at our choice, replace it. If we decide to repair your product, we may use new or reconditioned replacement parts. If we choose to replace your Gangway unit, we may replace it with new or reconditioned products of the same or equivalent design.

# 5.5- IMPORTANT CAUTION

Although the CanDOCK's accessories are easy to maintain, a basic inspection must be done for this warranty to apply:

It is important that the Purchaser inspects each connections, joints and mobile parts that are consisting his accessory in order to prevent breakage or injuries.



- Accessories should also be verified once a year to make sure all components are working appropriately, that they are not exerting any excessive pressure on the system and/or the anchor points on the system and finally to make sure they are in proper operating conditions.
- Specifically, for the "Anchoring Accessories", they should be verified in order to prevent excessive rust and Cexcessive marine growth on a yearly basis. Shackles and other hardware components should also be verified every year to make sure they are all in proper functioning conditions.

#### 5.6- LIMITATIONS

CANDOCK INC. WILL NOT PAY OR BE HELD RESPONSIBLE FOR: INJURIES, LOSS OF TIME; INCONVENIENCE; LOSS OF USE OF YOUR CANDOCK PRODUCT OR PROPERTY DAMAGE CAUSED BY YOUR CANDOCK PRODUCT OR ITS FAILURE TO WORK; ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RESULTING FROM MISUSE OR MODIFICATION OF YOUR CANDOCK PRODUCT.

#### 5.7- CLAIMS

- If an accessory fails under normal use and within the applicable warranty period, Buyer must submit a written claim to CanDOCK's head offices at candock@candock.com, using the appropriate WARRANTY CLAIM FORM (See schedule A of this CanDOCK's Limited Warranty document). Claims must identify the failed product(s), describe the claimed defect(s), and include copies of dated proofs of purchase/receipts from an authorized CanDOCK Distributor or Dealer. The WARRANBTY CLAIM FORM is also available on CanDOCK's website at the following address: http://www.candock.com/about-us/support-and-warranty/
- Upon receiving a complete and accurate WARRANTY CLAIM FORM, and upon noticing sufficient proof of covered product failure, CanDOCK will, in its sole discretion, either repair or replace failed products within a reasonable time after notice, and ship, at Purchaser's expense, repaired and/or replacement products to the site. "Repair" may be limited to providing a repair kit to Buyer. Costs related to the removal of failed products, and the installation of repaired and/or replaced products shall be at Purchaser's expense.