

ANCONA LIMITED PRODUCT WARRANTY

Subject to the limitations, exclusions and disclaimers hereof, AMS warrants exclusively to the original purchaser (the “**Purchaser**”) of this Ancona product (the “**Product**”) that it shall be free from defects in material or workmanship (the “**Limited Product Warranty**”). The duration of the Limited Product Warranty is 12 months from the date of original purchase (the “**Warranty Period**”).

The Limited Product Warranty does not extend to commercial or institutional use or installation and to residential or domestic use or installation outside of Canada and the USA. It is not transferable or assignable to any person.

Any failure of the Product that is not traceable to a defect in material or workmanship is not covered by the Limited Product Warranty. These non-warrantable items include, but are not limited to: (i) consumable and accessory parts; such as light bulbs; (ii) service outside of Canada and the USA; (iii) damage caused during shipping, handling or installation; (iv) labour costs related to installation, removal, reinstallation costs or other contingent expense; or (v) routine replacement of parts due to normal wear and tear of the Product.

If the Purchaser discovers within the Warranty Period a defect in material or workmanship, the Purchaser shall promptly notify AMS in accordance with the Warranty Claim Procedure set forth below. Within a reasonable time after such notification, AMS shall, at no charge to the Purchaser: (i) perform any repair or replacement of parts that it determines is necessary or useful to correct any defect in material or workmanship; or (ii) replace the original Product with a new Product, the whole at AMS’ sole and absolute discretion. The remedy provided above shall be the Purchaser’s sole and exclusive remedy and AMS’ sole and exclusive obligation under the Limited Product Warranty.

Products or parts that are new or reconditioned to perform as new, shall be exchanged by AMS upon receipt of the original Product or parts from the Purchaser and, upon the completion of such exchange, the original Product or parts shall become AMS’ property. The Warranty Period shall not be extended due to suspension of the use of the Product because of repair, replacement, examination or for any other reason.

Subject to the Purchaser’s compliance with the Warranty Claim Procedure set forth below, transportation and installation of warranty replacements shall be performed at AMS’ cost, and AMS shall bear the risk of loss or damage to returned Product or parts while in transit.

AMS’ Limited Product Warranty shall be automatically void if: (i) any repair, alteration, modification, customization, disassembling, addition or any other work is performed on the Product by any person not authorized by AMS to do so; (ii) any alleged material defect, including deterioration or wear, is a result of failure to observe the manufacturer’s instructions or guidelines, abuse, misuse, improper operation, care or maintenance, unusual physical or electrical stress and/or power surges, brown-out, chemical abrasion or improper chemical or environmental conditions, leaking, fire, lightning, *force majeure* or superior force, accident, error, negligence, or is a result of use for non-domestic or non-residential purposes or for any purpose other than the Product’s intended purpose; (iii) the Product is operated in conjunction with accessories, other products, ancillaries or peripheral equipments or substances that have not been previously approved in writing or validated by AMS; or (iv) Purchaser fails to comply with the Warranty Claim Procedure set forth below.

THE LIMITED PRODUCT WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OF ANY KIND, MADE OR INTENDED BY AMS OR ITS AUTHORIZED DISTRIBUTORS.

IN NO EVENT SHALL AMS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID BY THE PURCHASER FOR THE PRODUCT, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCT, INCLUDING THE ABILITY OR THE INABILITY TO USE THE PRODUCT.

The terms hereof and any action in connection therewith, regardless of form, shall be interpreted and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, without giving effect to principles of conflicts of laws. If a provision of this Limited Product Warranty is determined to be invalid, illegal or unenforceable, all other provisions will remain in full force and effect.

WARRANTY CLAIM PROCEDURE

In the event a claimable defect occurs, the Purchaser shall call AMS’ customer service department at 1-800-350-4562 in order to obtain a return authorization number and shipping instructions (the “**Authorized Shipping Instructions**”).

The Purchaser shall then promptly ship the Product, in accordance with the Authorized Shipping Instructions with the following documentation/information:

- the name and address of the Purchaser;
- the Product model number;
- the date and location of the purchase of the Product;
- the original sales receipt of the Product;
- the complete description of the problem;
- the name and address of the installer of the Product.

Claims must be filled out in writing and received by AMS within six months of the appearance of the claimable defect.

For service and assistance, please call: 1-800-350-4562, or email us at: service@anconahome.com