This Himark Innovative Products Inc., five-year warranty warrants your Himark Island to be free from defects in material and workmanship at the time of manufacture. This limited five-year warranty includes all components except for all electrical components which carry a limited warranty of one year. After installation, if covered components manufactured by Himark Innovative Products Inc. are found to be defective in materials or workmanship during the appropriate warranty period and while the product remains at the site of the original installation, Himark Innovative Products Inc. will, at its option, repair or replace the covered components. Himark Innovative Products Inc. reserves the right to replace covered components with an equivalent product and the replacement must be carried out in accordance with Himark Innovative Products Inc. recommendations. If replacement is not commercially practical, Himark Innovative Products Inc. will, at its option, refund the purchase price or wholesale price of the Himark Innovative Products Inc. product, whichever is applicable. THERE ARE EXCLUSIONS AND LIMITATIONS to these warranties as described herein.

## Coverage commencement date.

Warranty coverage begins on the date of installation.

#### Exclusions and limitations.

These warranties apply only if the product is installed in the United States or Canada and only if used for the application for which it was designed and intended. The product must be maintained in accordance with the printed instructions accompanying the product and in compliance with all applicable installation and building codes and good trade practices. This warranty is non-transferable. The product must be purchased through a listed distributor of Himark Innovative Products Inc., installed by a professional installer with proof of purchase and installation. Any warranty replacement work must be performed by a professional installer. Himark Innovative Products Inc. will not be responsible for: (a) damages caused by normal wear and tear, corrosion, accident, riot, fire, flood or acts of God; (b) damages caused by abuse, negligence, misuse, or unauthorized alteration or repair of the product affecting its stability or performance; (c) damages caused by failing to provide proper maintenance and service in accordance with the instructions provided with the product; (d) damages, repairs or inefficiency resulting from faulty installation or application of the product. These warranties cover only parts as provided herein. Himark Innovative

Products Inc. entire liability is limited to the purchase price of this product. In no case shall Himark Innovative Products Inc. be responsible for materials, components or construction which are not manufactured or supplied by Himark Innovative Products Inc. or for the labor necessary to install, repair or remove such materials, components or construction. All replacement or repair components will be shipped F.O.B. from the nearest stocking Himark Innovative Products Inc. location.

## Limitation on liability.

It is expressly agreed and understood that Himark Innovative Products Inc.'s sole obligation and the purchaser's exclusive remedy under this warranty, under any other warranty, expressed or implied, or in contract, tort or otherwise, shall be limited to replacement, repair, or refund, as specified herein. In no event shall Himark Innovative Products Inc. be liable for any incidental or consequential damages caused by defects in the product, whether such damage occurs or is discovered before or after replacement or repair, and whether such damage is caused by Himark Innovative Products Inc. negligence. Himark Innovative Products Inc. has not made and does not make any representation or warranty of fitness for a particular use or purpose, and there is no implied condition of fitness for a particular use or purpose. Himark Innovative Products Inc. makes no expressed warranties except as stated in these warranties. The duration of any implied warranty is limited to the duration of this expressed warranty. No one is authorized to change these warranties or to create for Himark Innovative Products Inc. any other obligation or liability in connection with the product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The provisions of these warranties are in addition to and not a modification of or subtraction from any statutory warranties and other rights and remedies provided by law.

# Investigation of claims against warranty.

Himark Innovative Products Inc. reserves the right to investigate any and all claims against these warranties and to decide, in its sole discretion, upon the method of settlement. To receive the benefits and advantages described in these warranties, the equipment must be installed and repaired by a professional installer approved by Himark Innovative Products Inc. Contact Himark Innovative Products Inc. at the address provided herein to obtain a listing of approved dealers/distributors. Himark Innovative Products Inc. shall in no event be responsible for any warranty work done that is not approved without first obtaining Himark Innovative Products Inc.'s prior written consent.

#### How to register a claim against warranty.

In order for any claim under this warranty to be valid, you must contact the Himark Innovative Products Inc. dealer/distributor from which you purchased the product. If you cannot locate the dealer/distributor, then you must notify Himark Innovative Products Inc. in writing. Himark Innovative Products Inc. must be notified of the claimed defect in writing within 90 days of the date of failure. Notices should be directed to the Himark Innovative Products Inc. Warranty Department at 9404 Chemin de Cote de Liesse, Lachine, Quebec H8T 1A1.