

Warranty Reg/Info

Limited Warranty

Canplas Industries Ltd. ("Canplas") guarantees to the original consumer purchaser ("Original Purchaser") of Endura Grease Management Products (hereafter referred to as "Products") that Canplas will replace any such Products that are defective in materials or workmanship, subject to the limitations detailed herein. If replacement is not commercially practical or cannot be made in a timely manner, then Canplas will, at its discretion, refund the purchase price. This warranty applies only Products installed in/on a residence or home. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS EXPRESS WARRANTY SPECIFICALLY EXCLUDES INSTALLATION AND/OR REPAIR COSTS, INCLUDING LABOUR.

The Products have a limited warranty from the date of purchase against defects in workmanship and materials. The length of the warranty varies by Product as shown in the table below. Any Product believed to be defective must be returned to the Canplas manufacturing facility located at 31 Patterson Road, Barrie, Ontario, Canada L4N 3V9 with freight prepaid. Canplas reserves the right to inspect all allegedly defective Products. Any Products found to be defective following examinations will be replaced free of charge and returned freight prepaid at the absolute discretion of Canplas Industries Ltd. All products returned under this warranty must have proof of purchase information included.

Limitations

This Warranty applies provided that the Products have been installed in strict compliance with Canplas' written instructions published by Canplas at the time of installation, and in accordance with all local codes and standards. This Warranty does not cover any labour costs, including those required for field repair or replacement or removal of any allegedly defective part. This Warranty does not cover any consequential, incidental, special or punitive damages related to the allegedly defective Product. ANY LIABILITY AS IN RESPECT TO THE SALE IS STRICTLY LIMITED TO THE REPLACEMENT OF PRODUCTS.

This Warranty does not cover damage or defects relating to misuse, abuse or alterations to the Products, if the Products have been used in more than one installation, installed in improper applications, normal wear and tear, acts of nature (e.g. fire, hail, hurricane, etc.), building settling, structural failures of walls or foundations, improper installation, storage, handling, failure to properly care for and maintain in the Products or any other cause outside the control of Canplas. Normal wear, including discoloration, is not a defect and is not covered by this Warranty.

Canplas reserves the right to discontinue or modify any of its Products at its absolute discretion, and shall not be liable as a result of such discontinuation or modification. Canplas shall not be liable in the event that replacement Products vary in color in comparison to the original Product as a result of normal weathering. Canplas may replace any product under this Warranty, at its absolute discretion, with substitute Products of comparable quality and/or price range in the event the original Product has been discontinued or modified.

Transferability

Provided that the duration of the limitation of warranty as outlined below has not yet expired, if there is a change in ownership, the Warranty may be transferred by the Original Purchaser of the Product to the first subsequent owner, subject to the terms and conditions of this Warranty.

Other Conditions

This Warranty is expressly in lieu of all other oral or written warranties, liabilities or obligations of Canplas. Pertinent Provincial or Federal law shall control for what period of time subsequent to sale a consumer/homeowner may seek a remedy pursuant to the implied warranty of merchantability or fitness for a particular purpose. In no event, shall

Canplas be liable for consequential or incidental damages of any kind, including any damage to the building, its contents or any persons therein, resulting from the breach of any warranty set forth herein, unless exclusion of these types of damages are specifically prohibited by Provincial or Federal law. No field representative of Canplas or any distributor or dealer is authorized to make any change or modifications to this Warranty. While this Warranty gives you specific legal rights you may also have other rights that vary depending on your locality.
