



SERVICE & MANUFACTURING WARRANTY

Workmanship

DyTerra Corporation warrants that all service and manufacturing will be performed by qualified personnel in a professional and workmanlike manner for a period of 60 days from the date of service. Customer is obligated to monitor systems, service and calibrations to ensure accuracy and report any discrepancies within 45 days of service.

Warranty Claim

DyTerra Corporation must be notified of a warranty claim in writing to DyTerra Warranty Claims, 7355 Wilkes Avenue, Headingley, MB R4H 1B8 or by email to info@dyterra.com prior to the expiration of the applicable warranty period. If DyTerra Corporation determines that a proper warranty claim has been asserted, DyTerra Corporation will reperform the service or provide a repair, as the case may be, free of charge or, at DyTerra Corporation's sole discretion, refund or credit to customer the price it paid for such defective service, as the case may be.

Parts & Components

All products sold by DyTerra are covered by the warranties expressed by individual manufacturers. DyTerra offers no warranty beyond the manufacturer's and assumes no liability for labour and repair of parts that fail within the manufacturer's warranty or for consequential damages. Purchaser accepts these terms and warranty limitations before using any products.

Warranty Exceptions and Exclusions

DyTerra Corporation shall have no warranty liability or obligation of any kind with respect to a service if a warranty claim is asserted after the expiration of the applicable warranty period. DyTerra Corporation shall have no warranty liability or obligation of any kind with respect to: (i) a product that is not used, operated and maintained in accordance with all recommended operating and maintenance instructions and procedures, (ii) a product that has been altered, tampered with or abused in any way, (iii) a product that is not properly installed, unless the installation is performed by DyTerra Corporation.

Liability Limitations

In no event shall DyTerra Corporation and its affiliated companies have any liability in connection with any service for penalties or for special, incidental, indirect, consequential or punitive damages, including, but not limited to, lost or unrealized sales, revenues, profits, income, cost savings or business, lost or unrealized contracts, loss of goodwill, damage to reputation, loss of property, loss of material being processed, loss of information or data, loss of production, downtime, or increased costs, even if DyTerra Corporation is advised or placed on notice of the possibility of such penalties or damages and notwithstanding the failure of any essential purpose of any service. In no event shall DyTerra Corporation and its affiliated companies have any liability in connection with any service in an aggregate amount in excess of the price that DyTerra Corporation received for such service.