

**ZERO-LOC ENTERPRISES LTD., ZERO-LOC INC. (HEREINAFTER REFERRED TO AS THE VENDOR)
STANDARD PRODUCTS WARRANTY CLAUSE (NON-NEGOTIABLE)**

1. The Vendor's warranty expressed herein is limited to the Vendor's standard insulated panel and door products, standard details, and standard applications, with the Vendor's standards defined as follows:
 - (a) *Insulated Panels* – The Vendor's standard finished panel products - as defined within the Vendor's brochure titled "Technical Specifications, Product Information & Applications", unless expressed otherwise herein or in writing by the Vendor, solely at the discretion of the Vendor;
 - (b) *Insulated Doors* – The Vendor's standard insulated doors - as defined within the Zero-Loc quotation form under "General Zero-Loc Door Specifications", unless expressed otherwise herein or in writing by the Vendor, solely at the discretion of the Vendor;
 - (c) *Standard Details* – The Vendor's standard details - as defined in the Vendor document "Zero-Loc Standard Details", unless expressed otherwise in writing by the Vendor, solely at the discretion of the Vendor;
 - (d) *Application* – Application of the Vendor's standard panel and door products and standard details - applications known to and/or recommended by the Vendor, as acknowledged in writing by the Vendor, solely at the discretion of the Vendor.

2. The Vendor warrants that the following standard insulated panel products manufactured by the Vendor and delivered by the Vendor pursuant to this agreement shall be free from defects in material and workmanship, for the following periods of time:
 - (a) Adhesion of metal skins to insulation on Vendor's standard panel products - a period of ten (10) years from the date that installation thereof is completed, in standard applications approved by the Vendor, and unless otherwise specified hereunder;
 - (b) FRP (fiberglass reinforced plastic) factory-applied to the Vendor's standard panel products, in standard applications approved by the Vendor - a period of ten (10) years from the date that installation thereof is completed;
 - (c) All standard exterior paint finishes of the Vendor's standard panel products in standard applications approved by the Vendor - a period of ten (10) years from the date that installation thereof is completed (Note: Vendor's warranty on standard paint finishes is contingent on product use compatible with steel and paint coat supplier's recommended uses);
 - (d) All panel products manufactured by the Vendor for I.Q.F., spiral, blast, and/or tunnel freezers – a period of one (1) year from the date that installation thereof is completed, subject to the product care guidelines of the Vendor;
 - (e) All stainless steel clad panel products manufactured by the Vendor - a period of one (1) year from the date that installation thereof is completed;
 - (f) Standard insulated panel and door products manufactured by the Vendor for walk-in rooms - a period of one (1) year from the date that installation thereof is complete;

- (g) All standard insulated doors, standard door hardware, standard door operators and other standard door accessories manufactured by the Vendor - a period of one (1) year from the date that installation thereof is completed.
3. The extent of the Vendor's liability under this warranty as to defects in material and/or workmanship is limited to the repair of such defects or to the repair and/or replacement of any accessories, equipment or part which is defective in respect thereof, as determined solely at the discretion of the Vendor.
4. All replacement parts under this warranty shall be supplied by the Vendor F.O.B. the Vendor's factories (Richmond, British Columbia or Brantford, Ontario), unless otherwise specified in writing.
5. The Vendor shall as to each defect be relieved of any and all obligation and liability under this warranty if:
- (a) The goods were installed using non-standard installation and/or construction details not recommended by, not approved by, not known to and/or outside of the Vendor's standard recommended details, unless the Purchaser furnishes evidence satisfactory to the Vendor that such details were not the cause of the defect;
 - (b) The goods were installed by an installation crew not known to, not approved by, and/or not recommended by the Vendor, unless the Purchaser furnishes evidence satisfactory to the Vendor that such installation crew was not the cause of the defect;
 - (c) The goods were installed or operated with any equipment, accessories, or parts not specifically approved by the Vendor, unless the Purchaser furnishes evidence satisfactory to the Vendor that such installation or operation was not the cause of the defect;
 - (d) The goods were not operated, applied, and/or maintained in accordance with the Vendor's instructions, unless the Purchaser furnishes evidence satisfactory to the Vendor that such operation, application, and/or maintenance was not the cause of the defect;
 - (e) The goods were not operated and/or applied under normal industry use, unless the Purchaser furnishes evidence satisfactory to the Vendor that such operation and/or application was not the cause of the defect;
 - (f) The goods were repaired, altered, or modified without the Vendor's prior written approval or the goods were damaged by accident, misuse or abuse, unless the Purchaser furnishes evidence satisfactory to the Vendor that such repair, alteration, modification, accident, misuse or abuse was not a cause of the defect;
 - (g) The Purchaser does not forthwith upon becoming aware of any defect advise the Vendor and thereupon permit the Vendor to investigate such defect;
 - (h) The Purchaser does not submit reasonable proof to the Vendor that the defect is due to faulty material or workmanship contained within the Vendor's warranty herein;
 - (i) The Purchaser does not permit all service work and repair work required as per the Vendor's warranty herein to be performed by the Vendor or its authorized representative.

6. The warranty provided herein and the obligations of the Vendor are in lieu of, and the Purchaser hereby waives all other warranties, guarantees, conditions or liabilities expressed or implied by either law or otherwise (including without limitation any obligation of the Vendor with respect to consequential damages including but not limited to loss of profit or any claims of third parties), and shall not be extended, altered, or varied except by a written instrument signed by the Vendor.
7. Except as herein expressly stated, the Vendor does not warrant the goods covered by this agreement, and no warranty expressed or implied or statutory is made by the Vendor except as herein set forth.
8. The Purchaser hereby agrees that:
 - (a) The Purchaser has not relied upon the skill or judgement of the Vendor to select or furnish goods for any particular purpose other than as specified in writing by the Vendor.
 - (b) The Vendor makes this sale without warranty if goods are used for any particular purpose other than as agreed to and/or specified in writing by the Vendor.