

## TRUSSCORE WARRANTY - DOCKDECK BY TRUSSCORE (THE "PRODUCT")

### (CANADA & USA)

- 1. WARRANTY:** Trusscore Inc. ("TRUSSCORE") warrants to the owner of the structure as at the time of installation of the Product (the "Purchaser") that the Product will be free from manufacturing defects in material and workmanship for a period of 20 years from the date of purchase (the "Warranty Period"), subject to the terms and conditions contained herein (the "Warranty").
- 2. REGISTER FOR EXTENDED WARRANTY:** If the Product is registered online at [www.trusscore.com/warranty](http://www.trusscore.com/warranty) by the Purchaser within 90 days of the date of purchase, then the Warranty Period shall be extended for as long as the Purchaser remains the owner of the structure in which the Product was originally installed.
- 3. WARRANTY PROCEDURE:** The Purchaser must contact TRUSSCORE at [warranty@trusscore.com](mailto:warranty@trusscore.com) or 1-888-418-4679 to report any claim under the Warranty within six months of the date on which the Purchaser discovers the defect which is the subject of the Purchaser's claim. Failure to report a claim within six months may result, in TRUSSCORE's sole discretion, in the Purchaser's claim being ineligible under the Warranty. TRUSSCORE reserves the right to request proof of purchase, photographs, video, or any other reasonable information or evidence as may be required to ascertain the nature and eligibility of the Purchaser's claim under this Warranty. Upon request, the Purchaser will also permit TRUSSCORE or its representatives to inspect the Product which is the subject of a claim under this Warranty.
- 4. EXCLUSIVE REMEDY:** The Purchaser's sole and exclusive remedy and the sole liability of TRUSSCORE under this Warranty will be, at the sole discretion of TRUSSCORE, to either (1) replace the defective Product with the same or functionally equivalent product; or (2) refund the purchase price paid for the defective Product. TRUSSCORE shall not be liable or responsible for the cost of labour, shipping and handling, or any other incidental or consequential expenses or costs whatsoever in connection with the removal, delivery, or installation of the Product or any replacement product provided under this Warranty.
- 5. EXCLUSIONS:** The Warranty does not apply to any failure, defect or damage to a Product resulting, in whole or in part, from (a) any misuse, abuse, neglect, negligence, accident, abnormal physical stress or abnormal environmental conditions; (b) any failure to install or use the Product in strict accordance with TRUSSCORE's written installation or other instructions; (c) any improper handling or storage of the Product; (d) PVC materials used for dock applications have the ability to hold a static electric charge which may be discharged if the charge is grounded. If this static electric charge is released during a refueling, there is a risk of a combustible event occurring. Trusscore does not warrant nor recommend DockDeck, or any other PVC material, on or around docks that will have permanent or regular fuel storage or fueling events; (e) any failure to properly clean (if applicable) or maintain the Product; (f) any act of God, including fire, vandalism, wind damage or damage from wind-blown objects, earthquake, flood, lightning, hurricane or tornado; (g) any defect in, failure of, or damage to, the dock or supporting structure on which the Product is installed, including any structural defects or damage caused by movement, distortion, collapse, cracking or settling of the ground, foundation or structure on which the Product is installed; (h) any repair or alteration of the Product by persons other than TRUSSCORE or its authorized representatives; (i) gradual changes in colour, chalking, or accumulation of dirt on exposed surfaces of the Product which occur naturally as a result of exposure of the Product to noxious conditions or elements, including sunlight and other light, metal oxides or metallic particles, smoke, mildew, mold, animal waste, chemicals or dirt; or (j) alteration of the Product or ordinary wear and tear. For certainty, TRUSSCORE shall have the sole discretion to determine whether the Product is suffering from normal wear and tear or weathering, which shall be excluded from the Warranty. Necessary repairs of the Product can be performed by any person, provided that this Warranty shall not apply to damages caused to the Product by the Purchaser or any person not authorized by TRUSSCORE as provided above.
- 6. CONSUMER PROTECTION LAW:** For any Purchaser who is covered by applicable consumer protection laws or regulations in the Purchaser's state, province, or country of purchase or residence which, by law, cannot be

disclaimed, the benefits to the Purchaser under this Warranty are in addition to other rights and remedies of the Purchaser under such laws or regulations. Such benefits may include additional warranties or rights relating to the performance of the Product and remedies applicable in the event of a defect. Any provision of this Warranty that conflicts with any such customer rights or benefits is not applicable to any Purchaser covered by such law or regulation, so the exclusions and limitations set out in this limited warranty may not apply, or may not fully apply, to the Purchaser.

7. **DISCLAIMERS: THE WARRANTIES CONTAINED IN THIS WARRANTY ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, CONDITIONS AND WARRANTIES IN RELATION TO THE PRODUCTS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY OR CONDITION IS NOT PERMITTED BY APPLICABLE LAW, THE DURATION OF SUCH IMPLIED WARRANTY OR CONDITION IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD. SOME STATES, PROVINCES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PURCHASER. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD, THEN THE WARRANTY PERIOD FOR THE PRODUCT SUBJECT TO SUCH APPLICABLE LAW WILL BE ADJUSTED TO THE MINIMUM PERIOD SO REQUIRED.**
8. **LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL TRUSSCORE BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR ANY BREACH OF WARRANTY, BREACH OR NON-FULFILLMENT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING DAMAGE TO ANY PROPERTY, INJURY OR DEATH OF ANY PERSONS, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS USED WITH THE PRODUCT, OR LOSS OF ACTUAL OR ANTICIPATED PROFITS, EVEN IF TRUSSCORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION TO THE FOREGOING, IN NO EVENT SHALL TRUSSCORE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE RELEVANT PRODUCT. SOME STATES, PROVINCES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER.**
9. **NO AMENDMENT; SEVERABILITY:** This Warranty may not be modified, altered or expanded by anyone, including any TRUSSCORE product distributors, dealers, sellers, installers, sales representatives or employees. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
10. **NO ASSIGNMENT OR TRANSFER:** This Warranty is non-transferable and non-assignable by the Purchaser and may only be enforced personally by the Purchaser.
11. **ENTIRE AGREEMENT:** This Warranty constitutes the entire agreement of TRUSSCORE and the Purchaser pertaining to the warranty for, and liability relating to, the Product and supersedes all other agreements, understandings, negotiations, representations and warranties, whether oral or written.
12. **GOVERNING LAW:** This Warranty shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario, Canada.

**LAST UPDATED: SEPTEMBER 2021**