

WARRANTY

Bucan cannot anticipate nor control the conditions under which its products will be used as such, Purchaser bears the sole responsibility to test the suitability of the purchased products to its application and make necessary provisions for a safe operation.

Bucan warrants that at the time of shipment from our plant and for a twelve (12) month period thereafter, products manufactured by it and sold to you, the Purchaser, in accordance with the applicable purchase requisition, will be: (i) free from defects in material and workmanship; and (ii) in conformity with the applicable printed or written specifications in the purchase requisition.

This warranty is granted to the buyer identified on the purchase requisition and is neither transferable nor assignable.

If it appears that during the said twelve (12) month period the products do not meet the warranties specified above then the Purchaser shall provide Bucan written notice, within thirty (30) days of Purchaser's discovery of a warranty claim, describing in reasonable detail the issues encountered and the basis of the claim.

Bucan may, following receipt of the claim, at its option, with regards a defective or non-conforming product: (i) provide a product, or component, to replace same; (ii) issue a credit for the purchase price of any product or the portion attributable to the component; or (iii) reject the claim describing in reasonable detail the reasons for such a conclusion.

Products or components replaced or repaired by Bucan in accordance with this warranty are themselves only warranted for the remaining term of the original warranty.

Returns are subject to a written return authorization issued by Bucan prior to the return of the product or the component. All such items shall be shipped pre-paid and the packaging must indicate the return authorization number issued by Bucan on the outside.

Bucan shall in no way be liable for: (i) an amount exceeding the purchase price of any product or the portion attributable to the defective or non-conforming component; and (ii) any amounts including, but not limited to, installation, testing and shipping.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OF THE WARRANTIES EXPRESS OR IMPLIED, AND BUCAN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES IMPLIED UNDER LAW SUCH AS BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. BUCAN WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM ITS BREACH OF THE FOREGOING WARRANTY.

Notwithstanding any provision hereof, Bucan's warranty does not cover: (i) any damage or failure caused by corrosion; sheath corrosion or caused by exceptional operating conditions; or (ii) heater failure not related to a non-conformity with the applicable printed or written specifications.



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