

WARRANTY

Customer Name: _____

Serial Number: _____

RE: Sale of WATERMAID Power Supply and/or Cells as set out in Order No(s). • (the "Products")

1. WATERMAID of Canada Inc. ("WATERMAID Canada") hereby warrants the Products sold to the undersigned pursuant to the Order No(s). set out herein to be free from defects in workmanship and materials for a period of one (1) year from the date set out below (the "1-Year Warranty Period"). WATERMAID Canada will, at its sole discretion, either replace without charge or repair at its expense any operationally defective Products returned to it during the Warranty Period.
2. In addition to the warranty provided by section 1 above, if a Product or a part of a Product is or becomes defective after the expiry of the 1-Year Warranty Period and during a period of sixty months (60) from the date of installation, the original purchaser shall be entitled to a credit (the "Credit"). The amount of the Credit shall be a ratable portion of the retail price of the Product or, if applicable, the relevant part, at the time of failure and such Credit may be applied towards the purchase of a new Watermaid system determined in accordance with the following formula:

$$\text{CREDIT} = A \times \frac{(60 - B)}{60}$$

where A is the retail price at the time of failure and B is the number of complete months following the date of installation of the original Product. For greater certainty, the Credit shall have no cash value. A Pro Rata price table is available on request from Watermaid Canada in the event any claim under this warranty is disputed.

3. Notwithstanding the foregoing sections 1 and 2, the liability of WATERMAID Canada for defective Products is necessarily limited to the warranty or guarantee offered by the manufacturer of such Products. Except for the foregoing warranty, WATERMAID Canada disclaims all warranties and conditions with respect to the sale of Products, including without limitation any implied warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose or those arising by statute, operation of law, usage of trade, course of dealing or otherwise related to the sale of Products.
4. The warranty set out in sections 1 and 2 above shall not apply (a) in respect of any defect in a Product caused by misuse of or failure to properly clean the Product or by electrical faults, electrical surges (including those caused by lightning strikes), abuse, failure to follow proper usage guidelines or any other reason beyond the control of WATERMAID Canada or WATERMAID Pty. Ltd., (b) if the Product has been serviced by a person not authorized to do so by WATERMAID Canada or has been serviced with parts not authorized by WATERMAID Canada, (c) if any serial number or compliance label on any Product has been removed or defaced, or (d) where the Product has been subject to any use other than normal domestic use .
5. THE LIABILITY OF WATERMAID CANADA FOR CLAIMS, COSTS, LOSSES, DAMAGES OF ANY KIND OR ANY OTHER CAUSE IN RESPECT OF THE SALE OF PRODUCTS SHALL NOT EXCEED THE AMOUNT PAID UNDER THE ORDER NO(S). SET OUT HEREIN. IN NO EVENT WILL WATERMAID CANADA BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH THE UNDERSIGNED MAY INCUR OR EXPERIENCE DUE TO ITS PURCHASE OR USE OF PRODUCTS.
6. The undersigned hereby agrees to indemnify WATERMAID Canada and hold it harmless from and against all claims, suits, and actions asserted or instituted against WATERMAID Canada by any officer, director, employee, agent or representative of the undersigned and arising out of the sale, use, operation, repair or maintenance of the Products sold to the undersigned.

7. If the terms of this Warranty are inconsistent with the terms of any other written document or agreement between WATERMAID Canada and the undersigned (including, without limitation, any customer invoices or bills of sale), the parties hereto irrevocably agree that the terms of this document shall govern. This Warranty shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall enure to the benefit of the successors, assigns and legal representatives of WATERMAID Canada and shall be binding upon the undersigned and his, her or its (as applicable) heirs, successors, assigns and legal representatives.

DATED this ____ day of _____, 2008.

_____ Customer Signature

Dealer Name: _____

Customer Name: _____

Customer Address: _____

Date of Installation: _____

Customer Telephone: _____

NO WARRANTY CLAIM WILL BE ACCEPTED UNLESS THIS FORM IS REGISTERED WITH WATERMAID OF CANADA INC.

For your convenience you can also register your warranty on line at:
www.watermaid.ca