

TERMS AND CONDITIONS

(Updated July 16, 2021)

1. TERMS APPLICABLE TO ANY SALE:

These Terms and Conditions of Sale (and together with any Additional Terms as hereinafter defined, the **"Terms"**) apply to each sale of goods (**"Goods"**) and/or provision of services (**"Services"**) from and by AdvanTec Manufacturing Canada Inc. (AMC) or AdvanTec Manufacturing USA Inc. (AMU) to a buyer of such Goods or Services (**"Buyer"**). If not otherwise expressly accepted by Buyer, Buyer will be deemed to have accepted these Terms concurrently with Supplier's receipt of a signed Quote from Buyer. By submitting a signed Quote, Buyer understands that it is placing an order for those Goods and/or Services specified on the signed Quote (the **"Order"**) and agrees to purchase such Goods and/or Services subject to and on the terms and conditions set out in these Terms. In these Terms, **"Quote"** means any quote, estimate or initial proposal, as applicable, issued by Supplier to Buyer in connection with an Order.

In respect of each Order and the purchase and sale of Goods and/or Services, these Terms apply as between Buyer and AMC OR as between Buyer and AMU, whichever party is identified on the Quote. AMC and AMU shall hereinafter be referred to: (i) individually as the **"Supplier"** (it being understood that Supplier means either AMC or AMU, as applicable per these Terms) and (ii) collectively and together with each of their respective affiliates as **"AdvanTec"**.

The version of these Terms and Conditions of Sale in effect at the time of the Order, as identified on or appended to the Quote, together with AdvanTec's shipping policy posted on its website [\[https://www.advantecglobal.com/marine/terms-conditions/#shipping-policy\]](https://www.advantecglobal.com/marine/terms-conditions/#shipping-policy) (the **"Shipping Policy"**), Quote, pro-forma invoice, final invoice or other document in writing issued by AdvanTec (but not Buyer) in connection with the Order, errors and omissions excepted (collectively, **"Additional Terms"**), are the exclusive terms under which Supplier has agreed to sell Goods and/or Services to Buyer and supersede all prior agreements,

representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the Order. In the event of any inconsistency between these Terms and Conditions of Sale and any Additional Terms, the Additional Terms govern to the extent of the inconsistency. Supplier hereby gives Buyer express notice that it rejects any additional or supplemental terms and conditions proposed by Buyer (whether or not such terms conflict with these Terms), including any contained in any purchase order or other form issued or sent by Buyer to Supplier or in any verbal or written communication between Buyer and Supplier (even where Supplier communicates acceptance) unless such additional or supplemental terms and conditions have been expressly approved by Supplier in writing and signed by a duly authorized corporate officer of Supplier.

2. RISKS ASSOCIATED WITH DESIGN, INSTALLATION, INSPECTION AND COMMISSIONING:

Buyer acknowledges that Buyer is solely responsible to select Goods that are suitable for any particular purpose and to ensure the accuracy of all Supplier's drawings, dimensions and specifications signed by Buyer. Buyer's signature on Supplier's specification drawings or signature on a Quote that references such specifications drawings constitutes Buyer's representation that all specifications are accurate and accepted by Buyer as drawn or written.

To the extent that Buyer provides to Supplier any custom designs, materials, drawings, dimensions, specifications, processes or formulas, including specifications relating to the use or incorporation of third parties' goods or services (**"Custom Specifications"**), Buyer acknowledges that it will be solely responsible for ensuring proper engineering, adequacy and safety of such Custom Specifications and the fitness and suitability for Buyer's intended application and purpose of Goods manufactured based on such Custom Specifications, and Supplier will have no obligations or liability in relation thereto whatsoever.



Supplier expressly disclaims any liability or warranty (including the Limited Warranty as defined in Appendix I) to Buyer or any other person arising from or relating to the design of any Goods using Custom Specifications or the installation, inspection, commissioning, maintenance or use of any Goods not installed, inspected, commissioned or maintained by Supplier. With respect to any Goods not installed, inspected, commissioned or maintained by Supplier, Buyer agrees to have the installation, inspection, commissioning, maintenance and use of all Goods, whether custom or standard, completed, verified and approved by knowledgeable, licensed and qualified experts and the appropriate authority having jurisdiction. Buyer will DEFEND, INDEMNIFY AND HOLD HARMLESS AdvanTec and its representatives, being a person's directors, officers, shareholders, employees, contractors, agents, representatives and suppliers (collectively, the **"Representatives"**), from and against any third party claim, suit or demand arising from or related to the design of Goods using Custom Specifications or the installation, inspection, commissioning, maintenance or use of Goods not installed, inspected, commissioned or maintained by Supplier.

3. PATENTS, INTELLECTUAL AND PROPERTY RIGHTS:

To the extent any Goods are manufactured or supplied, in whole or in part, pursuant to Custom Specifications, Buyer represents and warrants that Buyer owns or has a license to use, distribute and permit Supplier to use such Custom Specifications to manufacture or supply Goods and/or Services to Buyer, and Buyer shall DEFEND, INDEMNIFY AND HOLD HARMLESS AdvanTec and its Representatives from and against any third party claim, suit, or demand arising from or related to allegations that any Goods or Supplier's use of Custom Specifications infringe on any patent, intellectual or other property rights of such third party.

All designs, materials, drawings, dimensions, specifications, processes or formulas created or produced by AdvanTec, including, without limitation, those related to or modifying the Custom Specifications whether or not created or produced independently by AdvanTec or jointly by AdvanTec and Buyer (collectively, **"Work Product"**) and all intellectual property

rights in and to the Work Product and in and to each Good and Service, if applicable, will be and at all times remain the exclusive property of AdvanTec, and Buyer will not retain, copy, distribute or use the Work Product for any purpose without AdvanTec's consent.

4. PRICE, CHARGES, TERMS OF PAYMENT:

The Shipping Policy applies. Prices do not include the following charges, unless otherwise indicated on the final invoice (collectively, **"Excluded Charges"**): (i) any applicable sales, use, excise, import, export or any other tax, fee, charge or duty which may be imposed by any governmental authority; and (ii) shipping and delivery costs and associated insurance costs. Excluded Charges will be the sole responsibility of Buyer. In the event Supplier incurs on behalf of the Buyer or advances to Buyer any Excluded Charges, Buyer agrees to reimburse Supplier for such Excluded Charges within 100 days therefrom. Buyer shall INDEMNIFY AND HOLD HARMLESS Supplier and its Representatives from any claim against Supplier by any governmental authority for any Excluded Charges.

Supplier reserves the right to request a credit application and evaluate Buyer's credit worthiness to determine payment terms and credit limits. Supplier shall have the continuing right to approve Buyer's credit and may, at any time, demand a) full payment in advance, b) a bond, letter of credit or other commercial security, or c) a guarantee of prompt payment by a creditworthy affiliate.

An Order may not be cancelled without Supplier's written approval. If approved by Supplier, cancellation charges of 15% of the price set out on Supplier's pro-forma invoice apply, unless waived by Supplier, and are payable within 30 days of Supplier's approval.

Notwithstanding Supplier's receipt of a signed Quote, Supplier will not commence production on an Order until Buyer has paid the required deposit as set out on the Quote in the case of a Buyer without an account, or until Buyer has confirmed the payment method in the case of a Buyer with an account, so delivery may be delayed if Buyer does not act in a timely manner. In addition, failure by Buyer to pay the required deposit or confirm payment method, as applicable, within 90 days from the date of the



Quote entitles the Supplier to (i) increase the price of the Order, or (ii) cancel the Order by providing written notice of cancellation to Buyer. Upon such cancellation, a cancellation fee of 15% of the price stated on the initial pro-forma invoice will be due by Buyer to Supplier and payable by Buyer within 30 days of Supplier's cancellation notice.

Supplier may charge interest of the lower of (i) 2.0% per month and (ii) the highest amount permissible by law on all overdue amounts owing to Supplier. Buyer agrees to pay all of Supplier's costs in connection with Supplier's collection of overdue invoices, including but not limited to attorney's fees.

5. TITLE AND RISK OF LOSS:

Title, risk of loss or damage, and other incidents of ownership of Goods shall pass to Buyer in accordance with the Incoterm® 2020 specified on the pro-forma invoice. Buyer must inspect the package of Goods immediately at the point of delivery of the Goods by the carrier (the **"Delivery Point"**) and report any apparent non-conformity, defect or damage to the carrier in writing. Upon collecting the package of Goods from the carrier, Buyer must inspect the Goods themselves and report any apparent non-conformity, defect or damage to Supplier and, if applicable, the insurer in writing within 48 hours of receipt of the Goods at the Delivery Point or the Buyer will be deemed to have waived any warranty claim or other remedy Buyer may have had under these Terms with respect to such Goods (see Section 9 and Appendix I for details).

6. LIMITED WARRANTY AND DISCLAIMER OF OTHER WARRANTIES:

See Appendix I.

7. TEMPLATE RETURNS:

Buyer's requests for template returns must be indicated by Buyer on all templates sent to Supplier AND on purchase orders. Supplier reserves the right to destroy templates left at Supplier's facility for a period longer than 6 months.

8. ADDITIONAL DOCUMENTATION:

Should Buyer require additional documentation such as conformance reports, testing information or other, Buyer must request at the time of placing an order with Supplier. Documentation charges may apply.

9. LIMITATION OF REMEDIES:

Subject to the Shipping Policy and Section 5, in the event of missing, defective or non-conforming Goods or Services delivered or provided by Supplier to Buyer or a breach of the Limited Warranty (defined in Appendix I) by Supplier, Buyer's sole remedies with respect to those affected Goods or Services shall be, at Supplier's sole discretion: (i) replacement or repair of the affected Goods (other than missing Goods) in situ or upon their return at Buyer's cost to Supplier in accordance with the Shipping Policy; (ii) re-performance of the affected Services; or (iii) a refund of the purchase price for the Goods or Services provided that incomplete, defective or non-conforming Goods are returned, at Buyer's cost, to Supplier in accordance with the Shipping Policy. Buyer shall not return any incomplete, defective or nonconforming goods to Supplier until Supplier has had a commercially reasonable opportunity to investigate Buyer's complaint and then only upon receipt of Supplier's written authorization and shipping instructions. The Shipping Policy applies to all returns. THE FOREGOING SHALL BE BUYER'S EXCLUSIVE REMEDY AND REMAINS SUBJECT TO BUYER'S COMPLIANCE WITH THE SHIPPING POLICY, SECTION 5 OF THESE TERMS AND APPENDIX I TO THESE TERMS, IF APPLICABLE.

10. LIMITATION OF DAMAGES:

ADVANTEC'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF GOODS, PROVISION OF SERVICES OR THESE TERMS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES SOLD TO BUYER AS SPECIFIED ON THE APPLICABLE INVOICE, WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY, CONTRACT, TORT, OR ANY OTHER CAUSE WHATSOEVER. NOTWITHSTANDING ANY OTHER TERM IN THIS AGREEMENT, IN NO EVENT SHALL ADVANTEC OR ANY OF ITS REPRESENTATIVES BE LIABLE TO BUYER FOR: (I) ANY CONTINGENT,

SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS OR COST OF SUBSTITUTE GOODS; (II) TO THE GREATEST EXTENT PERMITTED BY LAW, ANY LOSSES OR DAMAGES, EITHER DIRECT OR INDIRECT, ARISING FROM OR RELATED TO DELAY, NON-DELIVERY OR LATE DELIVERY OF GOODS OR SERVICES; AND (III) ANY DEFECT IN GOODS OR SERVICES OR ANY DAMAGE CAUSED BY BUYER'S USE OR HIRE OF PARTS, GOODS, ARTICLES OR SERVICE FROM ANY PARTY OTHER THAN SUPPLIER OR IN A MANNER THAT WOULD NULLIFY ANY WARRANTY COVERAGE UNDER APPENDIX I. FOR SALES MADE BY AMU TO A CONSUMER (AS SUCH TERM IS DEFINED IN APPLICABLE LEGISLATION) IN THE UNITED STATES, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SUCH CONSUMER. NOTHING IN THIS SECTION 10 LIMITS OR REPLACES ANY OTHER LIMITATION OF DAMAGES PROVIDED FOR IN THESE TERMS (INCLUDING APPENDIX I).

11. DELIVERY DELAYS:

Delivery and service dates are approximate and Supplier's liability for delays is limited in accordance with Section 10.

12. FORCE MAJEURE:

Without limiting any other provision in these Terms, Supplier shall not be liable for any failure, hindrance or delay in performing any of its obligations to Buyer if and for as long as such failure, hindrance or delay is caused by events or circumstances beyond Supplier's reasonable control which events or circumstance include, without limitation, fire, flood, windstorm, earthquake, acts of God, strikes, labor troubles, supply chain disruptions, civil commotion, riot, war, hostilities, civil or military authority, epidemics, pandemics (including, without limitation, in relation to COVID-19, whether or not known or reasonably foreseeable by Supplier), public health emergencies, state of emergency declarations, travel restrictions, and quarantine restrictions whether set by state, provincial, local or federal government.

13. WAIVER; SUCCESSORS AND ASSIGNS; SEPARABILITY OF CLAUSES:

Except as elsewhere stated in these Terms, neither party shall be deemed to have waived any of its rights, powers or remedies under these Terms or at law or equity unless such waiver is in writing and executed by it. No waiver of any default shall operate as a waiver of any other default or the same default on another occasion. No rights, agreements or obligations hereunder may be assigned or transferred by Buyer without the prior written consent of Supplier. The obligations and conditions hereof will be binding upon and inure to the benefit of Buyer and its successors and permitted assigns. These Terms, including, without limitation, all liability limitations and indemnity provisions herein, will inure to the benefit of AdvanTec and its Representatives. Any provision hereof which is prohibited or unenforceable in the jurisdiction in which it is sought to be enforced shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.

14. CHOICE OF LAW; ARBITRATION:

These Terms shall be governed by and interpreted in accordance with: (a) in the case of AMC as Supplier, the laws of the Province of British Columbia and the Canadian federal laws applicable therein; and (b) in the case of AMU as Supplier, the laws of the State of Oregon and the US federal laws applicable therein, in each case without regard to conflict of law principles. Buyer and Supplier agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

In the case of AMC, any dispute, controversy, claim, civil action, or demand arising out of or relating to these Terms shall be determined by binding and mandatory arbitration administered by the British Columbia International Commercial Arbitration Centre ("BCICAC") in accordance with its domestic Rules of Procedure. The arbitration shall be before a single arbitrator jointly selected by the parties or by the BCICAC if the parties are unable to agree on an arbitrator within thirty (30) days from when the dispute arose. The place of arbitration



shall be Vancouver, British Columbia. The language of the arbitration shall be English.

In the case of AMU, any dispute, controversy, claim, civil action, or demand arising out of or relating to these Terms shall be determined by binding and mandatory arbitration administered by the Arbitration Service of Portland, Inc. ("ASP") in accordance with its Procedural Rules (the "Rules"), and to the extent applicable, the United States Federal Arbitration Act. The arbitration shall be before a single arbitrator jointly selected by the parties or by ASP if the parties are unable to agree on an arbitrator within thirty (30) days from when the dispute arose. The place of arbitration shall be Portland, Oregon. The language of the arbitration shall be English.

In the case of AMC or AMU, it is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 days from the date the arbitrator is appointed. Any decision of the arbitrator shall be final, binding and non-appealable and may be entered in any court having jurisdiction thereof. Each party shall bear its own attorney fees in and about the arbitration and further shall bear equally the other costs of the arbitration regardless of who prevails.

BUYER AND ADVANTEC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY TO THE GREATEST EXTENT PERMITTED BY LAW. OTHER RIGHTS THAT BUYER WOULD HAVE IF BUYER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN BUYER AND ADVANTEC ARISING FROM OR RELATING IN ANY WAY TO BUYER'S PURCHASE OF GOODS OR RECEIPT OF SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

APPENDIX I

LIMITED WARRANTY AND EXCLUSIONS

Limitations on Express and Implied Warranties:

THE LIMITED WARRANTY (AS HEREINAFTER DEFINED) PROVIDED BY SUPPLIER TO THE ORIGINAL BUYER HEREUNDER IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES WHATSOEVER. OTHER THAN THE LIMITED WARRANTY, ADVANTEC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO GOODS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL STATUTORILY IMPLIED WARRANTIES TO THE EXTENT THAT THEY MAY BE CONTRACTED OUT OF BY THE PARTIES, PROVIDED, HOWEVER THAT, FOR SALES MADE BY AMU TO A CONSUMER (AS SUCH TERM IS DEFINED IN APPLICABLE LEGISLATION) IN THE UNITED STATES: (I) AMU LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THE LIMITED WARRANTY, AND (II) SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE IMMEDIATELY PRECEDING PROVISIO MAY NOT APPLY TO SUCH CONSUMER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER PROVIDES NO WARRANTIES, AND THE LIMITED WARRANTY DOES NOT APPLY TO, ANY GOODS NOT MANUFACTURED BY SUPPLIER, INCLUDING THOSE THAT MAY BE SOLD BY SUPPLIER OR INCORPORATED INTO THE GOODS AND/OR SERVICES SOLD TO BUYER.

Limitations on Damages:

ADVANTEC'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF GOODS, PROVISION OF SERVICES OR THESE TERMS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES SOLD TO BUYER AS SPECIFIED ON THE APPLICABLE INVOICE, WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY, CONTRACT, TORT, OR ANY OTHER CAUSE WHATSOEVER. NOTWITHSTANDING ANY OTHER TERM IN THIS AGREEMENT, IN NO EVENT SHALL ADVANTEC OR ANY OF ITS REPRESENTATIVES BE LIABLE TO BUYER FOR: (I) ANY CONTINGENT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL



DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS OR COST OF SUBSTITUTE GOODS; (II) TO THE GREATEST EXTENT PERMITTED BY LAW, ANY LOSSES OR DAMAGES, EITHER DIRECT OR INDIRECT, ARISING FROM OR RELATED TO DELAY, NON-DELIVERY OR LATE DELIVERY OF GOODS OR SERVICES; AND (III) ANY DEFECT IN GOODS OR SERVICES OR ANY DAMAGE CAUSED BY BUYER'S USE OR HIRE OF PARTS, GOODS, ARTICLES OR SERVICE FROM ANY PARTY OTHER THAN SUPPLIER OR IN A MANNER THAT WOULD NULLIFY ANY WARRANTY COVERAGE UNDER THIS APPENDIX I. FOR SALES MADE BY AMU TO A CONSUMER (AS SUCH TERM IS DEFINED IN APPLICABLE LEGISLATION) IN THE UNITED STATES, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SUCH CONSUMER. NONE OF THE FOREGOING LIMITATIONS LIMITS OR REPLACES ANY OTHER LIMITATION OF DAMAGES PROVIDED FOR IN THESE TERMS, INCLUDING THIS APPENDIX I.

Limited Warranty:

Subject to the exclusions set out below, Supplier warrants that the Goods manufactured by it and only those Goods ("**Warranted Automated or Powered Goods**") will be free of Latent Defects (hereinafter defined) in materials and craftsmanship the ("**Limited Warranty**") for a period of 24 months from the date of shipment of the Warranted Goods from Supplier's facility. If Supplier commissions such Warranted Goods for the Buyer, the Limited Warranty shall be extended to 12 months from the date of commissioning of such Warranted Goods. "**Latent Defect**" means a defect in a Warranted Good that could not reasonably be expected to be discovered on visual inspection of the Good and which was not found upon testing of the Good (but excluding, for greater certainty, any defect that could have been discovered had the Buyer completed any inspection or testing required under these Terms); and in the case of all other goods Supplier warrants that the Goods manufactured by it and only those Goods ("**Warranted Goods**") will be free of Latent Defects (hereinafter defined) in materials and craftsmanship the ("**Limited Warranty**") for a period of 36 months from the date of shipment of the Warranted Goods from Supplier's facility. "**Latent Defect**" means a

defect in a Warranted Good that could not reasonably be expected to be discovered on visual inspection of the Good and which was not found upon testing of the Good (but excluding, for greater certainty, any defect that could have been discovered had the Buyer completed any inspection or testing required under these Terms). The Limited Warranty is strictly subject to the exclusions from warranty set out below and the limitations of Buyer's remedies and Supplier's liability set out in these Terms.

Exclusions from Warranty:

The following actions or inactions by Buyer will nullify and terminate any and all warranty coverage for the Warranted Goods, and the states, facts or conditions set out below in relation to the Warranted Goods are specifically excluded from any warranty coverage:

- Failure to comply with Section 5 relating to inspection of Goods.
- Failure to use, store, install, maintain and service Goods in accordance with Supplier's instructions, manuals, specifications and handbooks.
- Failure to perform reasonable or necessary maintenance.
- Defects/damage attributable to inaccurate or improper specifications as signed by Buyer.
- Defects/damage attributable to the design of Goods using Custom Specifications (as defined in Section 2).
- Defects/damage attributable to installation, inspection, commissioning or maintenance of the Goods by anyone other than Supplier.
- Defects/damage attributable to alteration or repair of Goods upon delivery by anyone other than Supplier.
- Defects/damage attributable to use of unauthorized parts, goods or articles in connection with the Goods and/or Services.
- Failure of performance due to improper application or installation conditions or alteration of any factory settings not covered in owners/operation manual.
- Discoloration and general "weathering" of the Goods due to exposure any of the following elements: Wind, Salt, UV light, erosion, snow, hail, rain or ice.

- Coatings including painted, powder coated or anodized products due to the nature of electrolysis and or wear and tear from everyday use.
- Outside vendor supplied parts such as locks, shocks, electrical parts, inflatable gaskets are to be warrantied at the OEM's own publicized T's & C's and warranty period.
- Breakage of laminated or tempered glass.
- Negligence or exposure of Warranted Goods to harmful chemicals or pollutants.
- Any interior damage caused by condensation on the windows.
- Delamination of insulated glass units, ballistic glass, smart glass and heated glass not laminated or installed by Supplier.
- Electrical, hydraulic or pneumatic power outside of limits stated in installation/operation manual.
- Operation of product beyond stated limits/capacity.
- Any issues related to Hydraulic Hose Assemblies, including chaffing, rubbing and weathering, in the Warranted Goods.
- Any issues related to fluids & lubricants, in the Warranted Goods.
- Reimbursement to Buyer of costs/expenses incurred for repairs/replacement parts for Warranted Goods not pre-authorized in writing by Supplier's Warranty Department.

Warranty Claims:

In the event Buyer wishes to make a warranty claim on any Warranted Good(s), Buyer must contact Supplier's Warranty Department at the address set out on AdvanTec's website (claims@advantecglobal.com), clearly setting out the name and address of Buyer, details

and pictures of the applicable Warranted Good(s) and a description of the Buyer's claim.

Upon receipt of a warranty claim, Supplier will investigate and assess the claim and, where it considers appropriate, notify Buyer of whether it will (in Supplier's sole discretion): (i) replace or repair the Warranted Good in situ or upon their return at Buyer's cost to Supplier in accordance with the Shipping Policy posted on Supplier's website (<https://www.advantecglobal.com/marine/terms-conditions/#shipping-policy>); or (ii) provide a refund of the purchase price for the Warranted Good provided that incomplete, defective or non-conforming Goods are returned, at Buyer's cost, to Supplier in accordance with the Shipping Policy. These are Buyer's exclusive remedies with respect to a warranty claim for Warranted Goods. Buyer shall not return any incomplete, defective or nonconforming goods to Supplier until Supplier has had a commercially reasonable opportunity to investigate Buyer's complaint and then only upon receipt of Supplier's written authorization and shipping instructions. The Shipping Policy applies to all returns.

All warranty claims are limited to the Warranted Goods only and will not cover any installation or removal costs, shipping expenses, or other associated costs with replacing the Warranted Goods. If Supplier determines that the applicable Warranted Goods are to be repaired or replaced in situ, all service personnel's travel & labor expenses shall be the responsibility of the Buyer.

Disputes:

Any dispute, controversy, claim, civil action or demand arising out of or relating to the Limited Warranty shall be governed by Section 14 of the Terms.