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Project:
Purchase Order:
Location of Installation:
Equipment:
Delivery Date:
Start Up Date:

LIMITED WARRANTY – REFURBISHED BOILER

The limited warranty of The Group Simoneau Inc. provides the certainty that the products are in conformity with the described specifications and are free from defects. The boilers of The Group Simoneau Inc. are refurbished according to the ASME (The American Society of Mechanical Engineers) code specifications. The various inspections and in-process control tests are performed under the supervision of a third party namely the *Régie du bâtiment du Québec* (RBQ). The reconditioned boilers of The Group Simoneau Inc. are performing products as far as they are submitted to installation, use and maintenance standards that are in conformity with their needs.

The Group Simoneau Inc.'s boiler warranty for the refurbished parts of the boiler will be in effect for a maximum period of either eighteen (18) months following delivery or written notice of readiness to ship, or twelve (12) months following start up, whichever has the shortest expiry. The Group Simoneau Inc. warranty for the used parts of the boiler will be in effect for a maximum period of nine (9) months following delivery or three (3) months following start-up whichever has the shortest expiry. The warranty is offered on a basis of EXW Boucherville Quebec (Incoterms 2010), which means that any defective part will have to be returned, transport prepaid, to our Boucherville plant. Except as otherwise stated in writing by the Seller, the limited warranty shall not apply to boilers which have been removed from their original installation site. Under the terms of its warranty, The Group Simoneau Inc. reserves the right to carry out suitable testing on the defective part and to repair instead of replacing the part. Under the terms of this warranty, if the customer requires the presence of The Group Simoneau Inc. personnel on the installation site, the customer will be required to pay for the travelling time, transport costs, lodging, subsistence costs and overtime (regular labour hours, Monday through Friday – excluding public holidays, 7:00 a.m. to 3:30 p.m.). In addition, the client will assume the cost difference between site repairs versus shop repairs.

The Group Simoneau Inc.'s warranty applies only to the original products and components (parts and labour) which it has manufactured. The components incorporated in the boilers such as, but not limited to, controls, instrumentations, burners, valves, pumps, etc., fabricated by other manufacturers are not covered under the terms of this limited warranty of The Group Simoneau Inc. However, The Group Simoneau Inc. transfers to the customer all its rights under the warranty offered by the original manufacturers of these components. The customer will receive the full benefits of any adjustment received by The Group Simoneau Inc. The Group Simoneau Inc. will not accept any responsibility for labour costs associated with the identification and/or removal of a defective part and the installation of the new replacement part coming from the original manufacturer if this cost is not covered under the terms of the original manufacturer's warranty.

The limited warranty of The Group Simoneau Inc. applies only to its products and excludes any responsibility for direct or indirect damages caused by its products or its components. No warranty will apply if the installation, use and maintenance standards have not been rigorously followed or if the products/parts were modified, repaired or replaced without the written consent of The Group Simoneau Inc.

President

Nancy Simoneau, CPA, CMA

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