



## Limited Warranty

ThruFlow Incorporated (hereinafter sometimes referred to as "Seller") provides to the original residential or commercial wholesale or retail purchaser of a QRamp™ Modular Access System (hereinafter sometimes referred to as "Buyer") with the following limited warranty:

Seller warrants that the product sold is in accordance with Seller's current published specifications and/or those specifications agreed to by Seller in writing at the time of the sale, and shall be free of defects in workmanship or material under normal usage. Seller's obligation and liability under this warranty is expressly limited to repairing or replacing or tendering a credit against the purchase of, at Seller's option, a QRamp™ Modular Access System, or a component thereof, which do not meet the specifications or are not free from defects in workmanship or material for a period of One (1) Year from the date of purchase.

"Commercial," as used herein, shall refer to an application intended for unrestricted public access (no entry fee), restricted public access (fee based admission or membership) or any other non-residential commercial enterprise.

Under no circumstances shall Seller be liable for any special, incidental or consequential damages, including but not limited to, personal injury, property damage, damage to or loss of product, lost profits or revenue. The purchase price for QRamp™ Modular Access System constitutes a consideration in limiting Seller's liability and Buyer's remedy.

**SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FOR FITNESS FOR ANY PARTICULAR PURPOSE AND THIS LIMITED WARRANTY IS IN LIEU THEREOF.**

The quality of the QRamp™ Modular Access System shall be in accordance with Seller's specifications. A final determination of the suitability of product for the use as contemplated by Buyer is the sole responsibility of Buyer, and Seller shall have no responsibility in connection with such determination of suitability.

This limited warranty shall not apply to any product subject to misuse due to common negligence or accident, nor to any product made by Seller not used in accordance with the printed instructions or specifications of Seller, or that have been used beyond the represented and rated capacity of the QRamp™ Modular Access System. Seller does not warrant against and is not responsible for any condition attributable to the improper installation of the QRamp™ Modular Access System and/or failure of Buyer to abide by installation guidelines for QRamp™ Modular Access System, including but not limited to, the use of the QRamp™ Modular Access System beyond normal commercial use or in an application not recommended by QRamp™ Modular Access System guidelines and/or local codes, movement, collapse or settling of the ground or supporting structure on which QRamp™ Modular Access System is installed, improper handling, storage, abuse or neglect of the QRamp™ Modular Access System by Buyer or third parties.

This limited warranty is applicable only to those parties heretofore mentioned, and is not assignable, transferable, nor will it inure to the benefit of anyone other than the original residential or commercial, retail or wholesale purchaser. This limited warranty does not cover removal or reinstallation. Manufacturer reserves the right to require Purchaser to pay for all shipping charges (Government purchases exempt).

This warranty gives Buyer specific legal rights, and Buyer may also have other rights that vary from jurisdiction to jurisdiction. The limitations or exclusions set forth in this limited warranty may not apply to all Buyers, as some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages.

## WARRANTY PROCESS

Ergo Platforms, Inc. will repair, replace, or tender credit against further purchases, at its sole discretion, of any QRamp™ Modular Access System that are defective in material or workmanship. Repair work or replacement of the QRamp™ Modular Access System will be at no charge to the original Purchaser. In order for Buyer to avail itself of warranty obligations on the part of Seller, Buyer must

- I. Request a Return Authorization (RA) by telephone at 855-697-7267 or by certified mail to: 700 Gillard Street, Wallaceburg, Ontario, N8A 4L3, CANADA;
- II. Return the product to the Seller's place of business all QRamp™ Modular Access System or components which, upon examination, shall disclose to Manufacturer's reasonable satisfaction to have been defective.

Seller must concur that QRamp™ Modular Access System or components are defective, Seller shall deliver to the original Purchaser, at Seller's expense, all repaired or replacement QRamp™ Modular Access System or components. Seller shall not be liable for any installation or reinstallation costs.