



85 Heart Lake Road South
Brampton, Ontario, Canada L6W 3K2
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B L U E G I A N T E Q U I P M E N T C O R P O R A T I O N

Rev. 2007

Limited Warranty Coverage Dock Seals and Shelters

Blue Giant Equipment Corporation ("Blue Giant") provides a LIMITED ONE-YEAR WARRANTY against defects in materials or workmanship subject to the terms and conditions set forth below.

Blue Giant warrants that at the time of delivery, the title to the Items conveyed shall be good, and the Items shall be delivered free from any security interest or other liens or encumbrances unknown to Buyer.

The Limited Warranty shall not exceed the cost of labor and materials to replace the Item sold and Blue Giant shall honor it only if Blue Giant has issued prior written authorization of such expenses to the buyer. Blue Giant reserves the right to inspect the Items installed at the facility and to authorize or to make all warranty repairs or replacements at its factory or at other locations designated by Blue Giant. The Limited Warranty applies only to products which have been installed by installers authorized by Blue Giant in accordance with printed and written instructions of Blue Giant.

This Limited Warranty shall be void and unenforceable if any of the following occur:

1. The Items are not installed pursuant to Blue Giant's instructions or if they are not installed by authorized representatives of Blue Giant;
2. The Items have not been maintained by authorized representatives pursuant to Blue Giant's instructions;
3. The Items are damaged or destroyed by fire, wind, flood, earthquake, ground shift, building shift, storm, accident or abuse;
4. Blue Giant fails to receive written notice of any claim to be asserted under the Limited Warranty within one year from the date of shipment by Blue Giant; and
5. Alterations of the Items have been made by personnel not authorized by Blue Giant.

This Limited Warranty does not cover and Blue Giant hereby expressly assumes no responsibility for defects in the Items caused by incorrect measurements or information or by the improper selection of models based upon information provided by the buyer or third parties, costs of transportation, installation of replacement Items or materials or claims for consequential, contingent or any other damages specifically including damage to products.

Blue Giant may elect to make changes in design, materials, the installation of products or its instruction manuals which improve the performance of subsequent Items without



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obligation to prior buyers or third parties to install, alter or change any previously manufactured Item or to give notice thereof.

Notice of any claim under this Limited Warranty shall be sent to Blue Giant in writing addressed to:

**The Warranty Department
Blue Giant Equipment Corporation
85 Heart Lake Road South
Brampton, Ontario Canada
L6W 3K2
www.BlueGiant.com**

or at such address as Blue Giant shall subsequently designate in writing.

This Limited Warranty constitutes the entire warranty obligation of Blue Giant to buyer and no other agreement, contract, representation, promise or warranty, either expressed or implied by any person to any other person or buyer shall alter or amend this document without the advance written consent of Blue Giant.

There are no other warranties expressed or implied which extend beyond the description on the face hereof which are created by any means including oral or written representations, affirmation, promise, course of dealing, description or usage of trade, specifically including MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Buyer further represents that before entering into a contract for the purpose of the Items, buyer had an opportunity to examine similar goods, a sample or a model or buyer elected not to do so. Blue Giant further makes no representation that such Items comply with zoning, building, fire, health or satisfy codes adopted in the area where the Items are installed.