

**VENLAW MANUFACTURING LTD.  
O/A VENLAW AG & YLD AG  
AERATION FAN WARRANTY**

**I. General Warranty and Duration**

Venlaw Manufacturing Ltd. (“Venlaw”) warrants that its electrical aeration fans and gas powered aeration fans (collectively the “Goods”), that are branded with its name or the name YLD Ag, will be free from defects in materials and workmanship under normal conditions, use, service, and maintenance for the period(s) of time as set forth herein.

**A. Warranty for Electrical Aeration Fans:** Venlaw warrants the physical components of the electrical aeration fans for a period of two (2) years from the date of purchase.

**B. Warranty for Gas Powered Aeration Fans:** Venlaw warrants the physical components of the gas powered aeration fans for a period of one (1) year from the date of purchase, save and except for the motor, which is covered by its own manufacturer’s warranty.

**II. Warranty Conditions and Limitations**

**A. Exclusive Warranty & Remedies**

Within the warranty periods set forth herein, Venlaw will repair and/or replace the components of the Goods which are found to be defective.

**The warranties contained herein are the sole and exclusive warranties given by Venlaw with respect to the Goods. Venlaw makes no warranties whatsoever, either express or implied, oral or written, in fact or by operation of law or otherwise, except as expressly stated herein.**

**B. Limitation of Liability**

**IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (including without limitation any claim in tort or breach of contract), SHALL VENLAW'S LIABILITY TO THE PURCHASER EXCEED THE PURCHASE PRICE OF THE GOODS.**

**IN NO EVENT SHALL VENLAW'S LIABILITY EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.** For the purposes of this section, the term “consequential damages” shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue, failure to meet government/administrative requirements, clean-up costs, cost of capital, and damage or loss to other goods, property or equipment.

**C. Non-Transferable and Registration**

This warranty is **non-transferable** and applies only to the original purchaser. As such, this warranty does NOT cover any Goods that are sold or otherwise transferred to any third party following its delivery to the original purchaser.

### III. Claim Procedure and Customer Responsibility

1. **Notice Procedure:** In order to make a valid warranty claim, a **written notice** of the claim must be submitted within **30 days** of discovery of a warrantable nonconformance. to Venlaw, within the warranty periods specified herein. Warranty claims may be submitted by mail addressed to Venlaw, PO Box 456, Watson, SK S0K 4V0. The written notice shall include the following information: i) The purchaser's name and address; ii) a description of the Goods; iii) the location of the Goods; iv) date of purchase of the Goods; and v) a brief summary of the problem with respect to which warranty coverage is claimed.
2. **Assessment:** The purchaser must complete all information required by Venlaw to properly assess or investigate the claim. Venlaw shall be given a **reasonable opportunity to inspect and test** the Goods in question.
3. **Purchaser Costs:** Any warranty-related expenses incurred on behalf of or by the purchaser **without the prior written consent of Venlaw** shall be the sole responsibility of the purchaser and will not be reimbursed. Expenses relating to travel, customs or import duties and tariffs, equipment rental, and any costs associated with accessing the Goods are the sole responsibility of the purchaser. Venlaw is not responsible for labor charges for removing or installing defective parts, transportation charges, or shipping charges.

### IV. Exclusions (What Voids the Warranty)

The warranty shall be void in the event the Goods are returned or disposed of without the written consent of Venlaw. This warranty does not extend to any losses or damages due to, and will be voided by:

- **Improper Use/Neglect:** Misuse, negligent use, abuse, alteration, accident, neglect, or use of a kind and/or to a degree not reasonably expected to be made of the Goods.
- **Power Source/Surge:** Any damage attributable to a power surge, brownout, leaking, damage, or connection to a power source having a greater rating than that specified in the unit specifications.
- **Maintenance/Installation:** Improper storage (both prior to and after purchase), improper/inadequate maintenance, or **improper installation/application**.
- **Unauthorized Modifications:** Any field modifications or substitutions to original Goods, unauthorized modification or alteration, or **modifications to products not specifically delineated in the manual accompanying the product at initial sale**.
- **Third-Party Damage:** Damage caused by, or in the course of, installation or assembly, construction defects, or any equipment attached to or used in conjunction with the Goods.
- **Environmental/Cosmetic Issues:** Acts of God (including but not limited to seismic activity and lightning), normal wear and tear (including corrosion and cosmetic issues), or component damage incurred during shipping and handling.

- **Inconsistent Use:** Any use of the goods which is not an intended use as specified in Venlaw's published product literature or otherwise specified by Venlaw in writing or use or installation inconsistent with Venlaw's Standard Disclaimers.
- **Use/Capacity:** warranties shall not apply to product that has been operated beyond the rated capacity of the product.
- **Normal Wear and Tear:** This warranty does not include routine replacement of parts due to normal wear and tear arising from use.

## V. Indemnification

To the fullest extent permitted by law, the purchaser, on behalf of itself, its suppliers, their agents, employees or any entity or person for which the purchaser is or may be responsible ("Indemnitors") shall fully indemnify, save and hold Venlaw harmless from and against all liability, damage, loss, claims, demands, actions and expenses which arise out of or are connected with:

- Any negligent act, error, or omission by any Indemnitor in the performance of this agreement.
- The failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental authority.
- The material breach of any term or condition of this agreement by any of the Indemnitors.

The indemnity shall include all liability on account of personal injury, death or property loss to any third party and shall survive any termination of this agreement.

## VI. Disclaimer

Venlaw reserves the right to make design or specification changes at any time, without the contingent obligation to purchasers of products already sold.

## VI. Applicable Laws

This warranty has been issued, accepted and entered into by Venlaw and the purchaser in the province of Saskatchewan (Canada) and shall be governed and construed in accordance with the laws of the Province of Saskatchewan. Any legal action or proceeding with respect to the Goods or this warranty shall be brought only in the he Court of King's Bench for Saskatchewan.