

BIG BARGE DOCK SYSTEMS INC.

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Standard Warranty since (2008) without marine engineering preformed

WARRANTY: Big Barge Dock Systems Inc. ("Company") warrants its Products for non-commercial and/or non-governmental use for a period of Five (5) years, in fresh water, to the original Purchaser ("Purchaser") against manufacturing defects in all Product materials and workmanship beginning from date of purchase of the Product from the Company under the following terms and conditions:

NOTICE REQUIREMENTS AND REMEDIES: If the Purchaser discovers a defect, the Company, or its authorized agent, will, at the Company's option: (1) repair the Product, (2) replace the defective part, provided that the Company receives notice of the defect from the Purchaser before the warranty period lapses. Product changes caused by age or environment (such as marine growth or heat) shall not constitute a defect. Confirmation of the defect shall require that reasonable proof of the defect be provided by Purchaser to the Company, and may include that the Product be inspected at Purchaser's initial expense. This warranty shall not apply if Company receives notification after the before-stated deadline, regardless of when the defect occurred or was discovered, and regardless of the reason for the delay in notification. "Notification" shall be deemed to have occurred when the Purchaser sends written notice to Company by e-mail and when receipt is confirmed by Company's response.

EXCLUSIONS: This warranty does not apply to damages caused by or due to:
(1) accident (including, without limitation, collision, fire, flood, wind, ice or any other natural disaster or acts of God), abuse, misuse or overloading,
(2) Issues that may arise from other contractor's installation of their products. If such assembly or installation was not performed by the Company, Company is not responsible for failure caused by products unrelated to product supplied by Company.
(3) Determining the weight or capacity of the system must be discussed in advance and if no engineering was preformed the Company has no responsibility for failure caused by overloading; piling/anchoring failure or acts of God.

This warranty is void if the Product has been modified without the written permission of the Company.

Normal maintenance requires an annual inspection of the Product by a qualified person or Company employee, including bolts, pins, and welds and failure to undertake such maintenance may constitute "abuse." This warranty does not void or alter any rights the Purchaser may have against suppliers of component parts.

LIMITATIONS: Except as expressly stated herein, there are no warranties, expressed or implied, by operation of law or otherwise, of the Product furnished under this Agreement. Seller disclaims any implied warranty of merchantability or fitness for a particular purpose. The sole remedy for liability of any kind shall be limited to the remedies provided in this warranty and shall in no event include any incidental, indirect, special or consequential damages or loss of use, revenue or profit.