



WARRANTY ON MAINLINE AND TUBING

The following warranty covers the mainlines and tubing intended for the maple syrup industry (the “Tubing”) sold by H2O Innovation Inc. (the “Supplier”), either directly or through one of its authorized distributors, subject to the terms and conditions set forth below.

1 – Warranty

Subject to the terms and conditions below, the Supplier warrants to the original purchaser (the “Buyer”) that the Tubing is free from manufacturing defects for a period ranging from ten (10) to fifteen (15) years (the “Warranty Period”) from the Warranty Start Date (as defined below), provided it is installed in accordance with the Supplier’s instructions and used under normal maple syrup production conditions by the Buyer. The Warranty Period for each type of tubing is detailed in the attached Schedule 1. This warranty does not cover components that are expected to be replaced seasonally, such as fittings (saddles, spouts, etc.). Tubing color is neither a factor nor a result of degradation that would trigger this warranty.

This warranty is prorated over the Warranty Period for each type of tubing and will be applied based on the Initial Purchase Price of the Tubing from the Warranty Start Date, as detailed in the attached Schedule 2.

For the purpose of this warranty, the “Initial Purchase Price” refers to the price originally paid by the Buyer for the Tubing.

2 – Warranty Start Date

The “Warranty Start Date” is the invoice date of the Tubing to the Buyer.

3 – Warranty Service

The Supplier’s obligation under this warranty is limited to the replacement of the portion of Tubing deemed defective during the Warranty Period, with Tubing of equal or greater value, up to the Initial Purchase Price.

Prior to any replacement and/or return of Tubing to the Supplier, the Buyer must notify the Supplier in writing, as soon as possible, of any manufacturing defect. The Supplier will then provide the Buyer with detailed instructions regarding the inspection and/or return of the defective Tubing. Return shipping costs are the Buyer’s responsibility. The Supplier shall be the sole and reasonable judge in determining whether the Tubing is defective.

If the Supplier concludes that the Tubing is defective and the warranty applies, replacement Tubing will be delivered to the Buyer at the Supplier’s expense. If the Supplier determines that the Tubing does not present any manufacturing defect or that the warranty is void under the conditions herein, the Supplier will explain its decision to the Buyer.

4 – Warranty Voidance

This warranty will be void and inapplicable for any Tubing that has been damaged due to impact, accident, animals, natural events, mishandling, or misuse, or that has been repaired, modified, or altered by any party other than the Supplier or one of its authorized representatives. It is also void if the Tubing has not been installed, used, or maintained according to the Supplier's instructions.

To benefit from the warranty, the Buyer must provide the Supplier with proof of purchase (invoice) clearly showing the purchase and delivery dates, and must have fully paid for the Tubing or obtained a financing plan approved by the Supplier. The Buyer must also provide the Supplier with:

(i) four (4) samples of the defective Tubing, each four (4) feet long, from different sections of the Buyer's installation; and

(ii) photos of the Tubing installation and breakage, with the Tubing still in place.

The warranty will be considered void and inapplicable if the Buyer fails to provide the proof of purchase, samples, and photos, or does not meet the payment conditions or approved financing plan.

5 – Limitations and Exclusions

This warranty and the remedies provided herein are exclusive and replace all other warranties or remedies, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

Under no circumstances shall the Supplier be held liable for consequential, indirect, special, incidental, or similar damages, including loss of production or profits, or for bodily injury or property damage. No person is authorized to bind the Supplier beyond what is stated above.

This warranty grants specific legal rights to the Supplier and the Buyer, and the Buyer may also have other rights depending on the jurisdiction. The Supplier and the Buyer acknowledge and agree that the laws of the Province of Québec shall govern the interpretation and legal scope of this document.

The Supplier's liability to the Buyer under this Agreement or otherwise shall never exceed the cost of replacing the defective Tubing.

This warranty is non-transferable.

Schedule 1: Warranty Period by Product Type

Warranty Period	SKU	Description
10 years	3204*****	All 30P low-density mainlines (black, royal blue, light blue)
	3205*****	All 25P medium-density mainlines (black and royal blue)
15 years	3201PB	30P Blue Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201GRB	Grip Blue Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201GRRB	Grip Royal Blue Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201GRG	Grip Green Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201SRRB	SR Royal Blue Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201SRG	SR Green Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201FB	Flex Blue Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201FY	Flex Yellow Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201FGY	Flex Grey Series - 5/16" H2O Leader Tubing - 500', 15 years
	3201FG	Flex Green Series - 5/16" H2O Leader Tubing - 500', 15 years
	3203*****	Pre-cut 5/16" H2O Leader Flex Drops (all colors)
	3202ARB	3/16" Blue Tubing H2O Leader Max Flow 50, 800', 15 years
	3202AG	3/16" Green Tubing H2O Leader Max Flow 50, 800', 15 years
3203A36G	3/16" Green Pre-cut Drops H2O Leader Max Flow 50 – 36", 15 years	

Schedule 2: Prorated Limited Warranty

Warranty Period	Years Since Purchase	% Replaced
10 years	0-1	100%
	>1 to ≤2	90%
	>2 to ≤3	80%
	>3 to ≤4	70%
	>4 to ≤5	60%
	>5 to ≤6	50%
	>6 to ≤7	40%
	>7 to ≤8	30%
	>8 to ≤9	20%
	>9 to ≤10	10%
	>10	0%
15 years	0-1	100%
	>1 to ≤2	93%
	>2 to ≤3	86%
	>3 to ≤4	80%
	>4 to ≤5	73%
	>5 to ≤6	66%
	>6 to ≤7	60%
	>7 to ≤8	53%
	>8 to ≤9	46%
	>9 to ≤10	40%
	>10 to ≤11	33%
	>11 to ≤12	26%
	>12 to ≤13	20%
	>13 to ≤14	13%
	>14 to ≤15	6%
	>15	0%