



(Manufacturer's Warranty – Techno Pieux Inc.)

25-YEAR LIMITED WARRANTY

Techno Pieux Inc. (TPI) guarantees Techno Pieux^{MD} /Techno Metal Post brand piles to purchasers and owners "Owner" as defined below, subject to the terms, conditions and exclusions set out below:

For the purposes of this warranty, the term "Owner" means the registered owner of the building where the pile(s) were installed by an installer certified by TPI.

A. WHAT THE GUARANTEE COVERS:

TPI guarantees that each Techno Pieux^{MD} /Techno Metal Post has been manufactured by TPI and that it is made of ASTM A500, grade C steel in accordance with ASTM A standards, and that the pile blade steel complies with ASTM A36.

Each Techno Pieux^{MD} /Techno Metal Post is thus covered by a twenty-five (25) limited warranty, from the date of installation, against (i) any manufacturing defect, (ii) any defect affecting the material which composes it or (iii) any helix assembly defect, and which defect mentioned in (i), (ii) or (iii) makes it structurally unsuitable for the purpose for which it was intended.

TPI, within (60) days of notice of claim and upon receipt of the original purchase invoice for the Techno Pieux^{MD} /Techno Metal Post brand piles showing the date of purchase and the date of installation, will make arrangements to replace the damaged piles with new Techno Pieux^{MD} /Techno Metal Post brand piles.

TPI reserves the right to send one of its representatives to the Owners to inspect the Techno Pieux^{MD} /Techno Metal Post that are the subject of the claim, before they are removed from the ground.

B. WHAT THIS WARRANTY DOES NOT COVER (exclusions):

TPI IS NOT LIABLE FOR ANY DAMAGE TO TECHNO PIEUX MD/TECHNO METAL POST BRAND PILES, YOUR PROPERTY, YOUR BELONGINGS OR DAMAGED PRIOR TO INSTALLATION OR PERSONS, AS A RESULT OF ANY OF THE FOLLOWING CAUSES:

1. **Damages caused to Techno Pieux^{MD} /Techno Metal Post brand piles prior to installation;**
2. **Damage resulting from the addition of a load greater than that mentioned by the purchaser prior to the installation of the Techno Pieux^{MD} /Techno Metal Post pile and causing the Techno Pieux^{MD} /Techno Metal Post pile to bear a load, weight or stress**

exceeding the maximum capacity limit recommended by TPI;

3. **Damage resulting from or caused by a force majeure event, natural disaster, earthquake, explosion, flood or application of excessive heat;**
4. **Damages resulting or occasioned by, an improper installation of the Techno Pieux^{MD} /Techno Metal Post pile or an installation effected that is not in accordance with the TPI installation standards in force;**
5. **Damages resulting or occasioned by, relocation of the Techno Pieux^{MD} /Techno Metal Post pile by anyone other than a TPI certified installer in accordance with the TPI installation standards in force;**
6. **All costs, expenses and damages, whether incidental, direct, indirect or consequential, to property or persons, other than those specifically covered under this Guarantee, as well as all costs to repair locations or vegetation landscaping.**
7. **Aesthetic damage;**
8. **Any defect or damage not specifically named in Section A of this Agreement;**
9. **The costs associated with the removal of the damaged Techno Pieux^{MD} /Techno Metal Post pile, delivery and installation costs of the replacement Techno Pieux^{MD} /Techno Metal Post pile and the expenses of the Owner associated with his required presence on site during the replacement.**

C. HOW TO MAKE A CLAIM:

To make a claim under this current Guarantee, send your claim in writing along with your purchase invoice to: TECHNO METAL POST:1700 Setlakwe St, Thetford Mines, Quebec, Canada, G6G 8B2.

TPI's obligation under this current Guarantee is limited to the replacement of the damaged Techno Pieux^{MD} /Techno Metal Post pile(s) according to the terms and conditions set out in this Guarantee. There is no guarantee offered by TPI other than that contained in this Guarantee. Nothing in this current Guarantee shall be construed as diminishing the duration of any legal guarantee or increasing the duration of any legal Guarantee beyond the duration of this current Guarantee or having the effect of creating other more extensive forms of warranty.

Any defective product removed under this current Guarantee will remain the property of TPI and may be disposed of as it sees fit.