

LIMITED WARRANTY AGREEMENT

Matthew McCormick Studio (MMS) warrants its products to be free of defects in materials and workmanship, excluding the specific limitations set forth below, for a period of **one (1)** year from the confirmed date of delivery for the products and cannot be suspended or extended in the case of non-utilization of the Product after delivery. The Limited Warranty does not cover freight and labour costs, nor does it apply to any product which has been improperly installed, overloaded, altered, or otherwise misused. Other than the described obligation, MMS assumes no further liability for the sale and use of its products.

To make a claim under this Limited Warranty, Buyer must call MMS at 1-888-290-0840 during regular office hours or email sales@matthewmccormick.ca to arrange for a full technical inspection of the Product by MMS. After reasonable inspection by the MMS technical team, MMS will provide detailed feedback on the nature of the problem and related causes. If MMS deems a product defective as a result of materials or workmanship, MMS, in its sole discretion, will open a Returned Material Authorization ("RMA") to instigate the repair or replacement of the defective Product at no cost to the Buyer. If identical materials are not available at the time of repair or replacement, MMS may substitute materials of comparable quality. We reserve the right to determine the best method of correcting such defects. The total liability, contractually or in torts, of MMS relating to any claims arising out of or in connection with the products, their sale, delivery, replacement, use or performance shall in no case exceed the price allocable to the products. Any alteration by Buyer of the Products purchased shall render this Limited Warranty void.

This Limited Warranty shall not cover defects or damages resulting from: (i) accident, misuse, abuse, neglect, unusual physical stress, alteration (including, but not limited to purchaser-applied finishes), improper operation, maintenance, handling or installation of the Product; (ii) incorrect or inadequate maintenance, cleaning or care; (iii) normal wear and tear of the Product, including, but not limited to discolouration, natural weathering of finishes or other cosmetic changes; or (iv) loss of functionality of the Product in highly corrosive environments or due to exposure to conditions beyond performance and design specifications. This Limited Warranty expressly excludes light bulbs, drivers and any other third-party products supplied by MMS as a convenience to Buyers. MMS Personnel are not authorized to alter these warranties.

For more information on the full MMS Terms & Conditions of Sale, contact sales@matthewmccormick.ca

MATTHEW McCORMICK STUDIO