

## LIMITED WARRANTY

---

*This is the limited warranty effective as of January 1st 2019 (update May 11<sup>th</sup> 2022) for products manufactured and sold by SPACEKAP.*

### 1. DEFINITIONS

1.1. In this warranty, unless the context otherwise requires, the following words, terms or expressions mean:

1.1.1. "**Accessories**": Ranger Design shelving solutions, ladder rack systems, sliding trays, power converters, lights, drawers as well as tubes;

1.1.2. "**Commercial caps**": COMPAK, WILD and DIABLO models, both in *commercial and Rapid Intervention Unit* configuration;

For clarity, the models COMPAK, WILD and DIABLO can be either *commercial* or *Rapid Intervention Units*, depending on their attributes. The *Rapid Intervention Unit* is a commercial cap equipped with the following additional features: roof reinforcement, 10% more fiberglass, opening with stop holders or other supports (struts) and four (4) LED light bars.

1.1.3. "**Normal conditions of use**":

1.1.3.1. for *commercial caps*, to be used for commercial and/or industrial purposes and driving at the permissible (legal) speed on paved areas of the road or street open to public traffic for road vehicles; and

1.1.3.2. for *Rapid Intervention Units*, to be used in a crisis or emergency situation.

1.1.4. "**Recognized Installer**": any authorized SPACEKAP dealer or distributor or other location specifically recognized by SPACEKAP;

1.1.5. "**Product(s)**": the fiberglass structure of the COMPAK, WILD and DIABLO models in both *commercial* and *Rapid Intervention Unit* configuration, as well as the Accessories;

### 2. WARRANTY

2.1. To the extent permitted by law, the warranty described below is provided by Les Industries Fibrobec Inc., which also operates under the name "Spacekap", a company legally incorporated under the *Business Corporations Act* (Quebec), having its principal place of business at 219 Saint-Georges Street, Beloeil, Quebec, J3G 4N4, Canada ("**SPACEKAP**"), to the original purchaser of a new Product purchased directly from SPACEKAP or an authorized dealer or distributor of SPACEKAP (the "**Buyer**").

## LIMITED WARRANTY

---

- 2.2. Subject to the provisions of Section 3 and 5 of this guarantee, all new Products will be guaranteed for the period specified below from the date of purchase of the Product.

PRODUCTS		WARRANTY PERIOD
<b>Fiberglass structure of Commercial caps</b> (COMPAK, WILD and DIABLO in <i>commercial</i> and <i>Rapid Intervention Unit</i> configuration)		Lifetime
<b>Accessories</b>	Ranger Design shelving solutions	3 years
	Ladder rack systems	3 years
	Sliding trays	3 years
	Power inverters	1 year
	Lights	1 year
	Drawers	3 years
	Tubes	1 year

- 2.3. SPACEKAP warrants that the Products will be free from manufacturing defects and that the Products will comply with the specifications listed in the specification sheets available upon request or on the SPACEKAP website and in effect on the date of purchase of the Product.

### 3. CONDITIONS FOR APPLICATION OF THE WARRANTY

- 3.1. The Product must be installed in accordance with installation diagrams and/or videos available upon request or on the SPACEKAP website. SPACEKAP STRONGLY RECOMMENDS THAT THE PRODUCT BE INSTALLED DIRECTLY BY A SPACEKAP OR A RECOGNIZED INSTALLER.
- 3.2. The Product must be used in accordance with Normal conditions of use.
- 3.3. The Product must be maintained in good condition and as follows:
- 3.3.1. The Buyer must perform the following verifications every six (6) months:
- 3.3.1.1. that the Product is in good condition;
  - 3.3.1.2. the Product does not touch the rails of the vehicle;
  - 3.3.1.3. the tension on the bolts of the anchor arms and the bolts of the shelves.
- 3.3.2. The Buyer must clean and wax the gel coat at least twice a year.
- 3.3.3. The Buyer must, at least twice a year, lubricate the following mechanical parts: rotary latches, lock cylinder(s), door retainers, handles and rubber seals.

## LIMITED WARRANTY

---

### 4. CONSEQUENCE OF NON-COMPLIANCE WITH THE CONDITIONS OF APPLICATION OF THE WARRANTY

- 4.1. If all the conditions of the warranty mentioned in Section 3 of this warranty are not met, the Product will not be covered by the limited warranty.

### 5. CLAIM UNDER WARRANTY

- 5.1. The Purchaser must submit directly to SPACEKAP no later than fifteen (15) days upon discovery of any defect, and before intervening in any way whatsoever to modify the defective Product, the claim form available upon request or on the SPACEKAP website, duly completed, by mail, with a tracking number and delivery confirmation, or by e-mail:

To the attention of Customer Service

**SPACEKAP**

219 Saint-Georges Street

Belœil, Quebec, J3G 4N4

Canada

Telephone: 1-800-363-0655

Email: [support@spacekap.com](mailto:support@spacekap.com)

- 5.2. The following information and documents must be attached to the claim form:
- 5.2.1. the Buyer's name, mailing address, email address and a phone number that allows SPACEKAP to communicate with the Buyer regarding the claim;
  - 5.2.2. the proof of purchase of the Product;
  - 5.2.3. the name and contact information of the authorized SPACEKAP dealer or distributor where the Product was purchased and installed, the date of purchase of the Product and the date of installation on the vehicle;
  - 5.2.4. the serial number of the Product;
  - 5.2.5. photos showing the condition of the Product from various angles;
  - 5.2.6. the date on which the defect was discovered;
  - 5.2.7. a sufficient description of the type of defect, its extent and where it is located on the Product;
  - 5.2.8. a description of the circumstances of discovery of the defect and the use of the Product at the time of discovery; and
  - 5.2.9. the year, the make and model of the vehicle on which the Product is installed.
- 5.3. Within thirty (30) days after the discovery of a defect, in addition to submitting the claim form to SPACEKAP, the purchaser must return the Product and provide the original serial number and original invoice to the authorized SPACEKAP distributor where the Product was purchased or to SPACEKAP if the Product was purchased directly from SPACEKAP;

## **LIMITED WARRANTY**

---

### **6. PROCESSING OF THE CLAIM**

- 6.1. Upon receipt of the claim form and the information mentioned in Section 5 of this warranty, SPACEKAP will contact the Buyer to confirm the receipt and review of the claim;
- 6.2. If SPACEKAP confirms that there is a defect covered by the warranty, SPACEKAP may, at its own discretion:
  - 6.2.1. repair the defective Product or part thereof free of charge;
  - 6.2.2. replace the defective Product with a Product of the same model or an equivalent model of similar quality;
  - 6.2.3. repurchase the Product at the market price (according to the depreciation);
  - 6.2.4. grant a credit on the purchase of a new product.

### **7. WARRANTY EXCLUSIONS**

- 7.1. The present warranty of the Products excludes:
  - 7.1.1. any Product that has been tampered with or modified in a manner that is not in compliance and/or not expressly approved by SPACEKAP;
  - 7.1.2. depreciation or damage caused by:
    - 7.1.2.1. normal wear and tear of the Product;
    - 7.1.2.2. the lack of reasonable and appropriate maintenance of the Product;
    - 7.1.2.3. paint: Spacekap does not recommend that customers paint their unit. In the event that the unit is painted, Fibrobec will not offer any compensation for the paint in case of repair of the unit.
    - 7.1.2.4. faulty installation or installation not in accordance with the instructions;
    - 7.1.2.5. the reinstallation of the Product on a vehicle not designed for the use of the Product. ALTHOUGH THE PRODUCTS MAY BE TRANSFERRED TO A VEHICLE OTHER THAN THE ORIGINAL VEHICLE ON WHICH THE PRODUCT WAS ORIGINALLY INSTALLED, THE BUYER MUST VERIFY THE COMPATIBILITY OF THE PRODUCT WITH THE MANUFACTURER OF THE NEW VEHICLE. SPACEKAP STRONGLY RECOMMENDS THAT THE PRODUCT BE INSTALLED DIRECTLY BY SPACEKAP OR BY A RECOGNIZED INSTALLER. SPACEKAP IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE NON-COMPATIBILITY OF THE PRODUCT WITH THE NEW VEHICLE ON WHICH IT IS INSTALLED;
    - 7.1.2.6. damage caused by failure to comply with the weight and load limits of the carrier vehicle. THE BUYER MUST CHECK THE WEIGHT AND

## LIMITED WARRANTY

---

LOAD LIMITS WITH THE VEHICLE MANUFACTURER AND THE MANUFACTURER OF THE EQUIPMENT/ACCESSORIES ADDED TO THE PRODUCT AND ENSURE THE WEIGHT AND LOAD LIMITS ARE RESPECTED. SPACEKAP IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM FAILURE TO COMPLY WITH THESE LIMITS;

- 7.1.2.7. misuse, abuse and neglect;
- 7.1.2.8. use other than under the Normal conditions of use;
- 7.1.2.9. a collision or accident;
- 7.1.2.10. vandalism;
- 7.1.2.11. bad weather or other natural elements;
- 7.1.2.12. the driving of the vehicle with the door(s) open;
- 7.1.2.13. the vibrations of a worn or modified suspension;
- 7.1.2.14. the application of chemicals not approved by SPACEKAP;
- 7.1.2.15. repairs made by a third party not recognized by SPACEKAP;
- 7.1.2.16. the use of parts not provided by SPACEKAP ;
- 7.1.3. breakage of glass or any problem arising from broken glass; and
- 7.1.4. surface cracks in the paint or gel coat;

### 8. ACCEPTANCE OF INHERENT RISKS

- 8.1. BY PURCHASING THE PRODUCT, THE BUYER ACKNOWLEDGES AND ACCEPTS THE RISKS INHERENT TO THE INSTALLATION AND USE OF THIRD-PARTY PRODUCTS, INCLUDING SPACEKAP PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE FACT THAT THE PRODUCT MAY MOVE BECAUSE OF THE DRIVING AND/OR USE OF THE VEHICLE. SPACEKAP ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER IN RESPECT TO THESE RISKS AND OFFERS NO GUARANTEE FOR ANY DAMAGE CAUSED TO THE VEHICLE ON WHICH THE PRODUCT IS INSTALLED.

### 9. OTHER IMPORTANT LEGAL TERMS

- 9.1. Subject to applicable laws in the Buyer's jurisdiction, this warranty is governed by and shall be construed in accordance with the laws in force in the Province of Quebec (Canada). The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty;
- 9.2. To the extent permitted by law, the limited warranty described above is the sole warranty of SPACEKAP on the Products. SPACEKAP and any affiliated corporation, including any vendor or distributor of the Products do not make or provide any warranty, representation, condition or promise, express, implied, legal, verbal or otherwise as to the quality, performance, operation, absence of defects in the Products. Without limiting the generality of the foregoing, this warranty expressly

## LIMITED WARRANTY

---

- excludes any express or implied condition or warranty of quality or fitness of the Product for a particular purpose;
- 9.3. No dealers, distributors or sellers other than SPACEKAP are authorized to make any representations, warranties or promises in the name of or on behalf of SPACEKAP, to modify in any way the terms, conditions, limitations or exclusions of the present warranty;
- 9.4. The maximum aggregate liability of SPACEKAP for breach of this warranty or for any defect of a Product is limited to the original purchase price of the Product;
- 9.5. Since SPACEKAP'S maximum liability is limited to the original purchase price, SPACEKAP will not assume any liability for any other damage, including:
- 9.5.1. direct, indirect, special, incidental, consequential or punitive damages;
  - 9.5.2. damage to property or personal injury, except where expressly prohibited by law; or
  - 9.5.3. damages resulting from loss of use or income or delay in performance.
- 9.6. If the law provides additional protection for the Buyer who obtains a Product covered by the present warranty, the legal warranties will be added to these conventional warranties and the Buyer shall exercise their right to file a claim in accordance with the present warranty.