

## NOAQ WARRANTY

### 1. Limited Warranty Coverage

- Plastic Components: NOAQ warrants that the structural plastic components of the Products will maintain their intended functionality and be free from material defects for a period of ten (10) years from the date of delivery, provided they are used and stored in accordance with NOAQ's user and storage instructions.
- Sealing Strips and Soles: These components are considered wear-and-tear parts and are warrantied to be free from defects in material and workmanship for two (2) years from the date of delivery.
- Workmanship: NOAQ warrants the Products to be free from workmanship defects for two (2) years from the date of delivery.

### 2. Conditions of Limited Warranty

This Limited Warranty applies only when the Products:

- Are used in accordance with NOAQ's official deployment, handling, and storage instructions;
- Are stored dry, out of direct sunlight, within a temperature range of -30°C to +50°C (-22°F to +122°F);
- Have not been modified, altered, or repaired by unauthorized personnel; and
- Have not been subjected to misuse, abuse, or improper handling (including dragging that causes seal damage, stacking incorrectly, or using on incompatible surfaces).

### 3. Exclusions

This Limited Warranty does not cover:

- Normal wear and tear, including degradation of soles and sealing strips;
- Cosmetic defects that do not affect function, including scratches, dents, marks or other visible surface wear on the Products;
- Improper use, misuse, abuse, unreasonable use, mishandling, or negligence.
- Unauthorized modifications or repairs;
- Improper installation of any kind;
- Damage to the Products caused by the carrier during shipping or by the installer during installation;
- Deterioration resulting from age, storage, weathering, lack of use;
- Continued use after an alleged defect is discovered or should reasonably have been discovered; and
- Any indirect or consequential damages, including losses due to flooding, fire, storm, delays, business interruption, or third-party claims, or other acts of mother nature.

### 4. Limited Warranty Claims Process

- All warranty claims must be submitted through Cascade along with the following:
  - A written notice of the issue within thirty (30) days of discovering the defect;
  - Proof of purchase, including date and place of purchase; and
  - Photographic evidence of the issue.

- Cascade is responsible for assessing the claim and, where appropriate, coordinating with NOAQ for further evaluation. If Cascade determines the Product is covered under warranty, NOAQ (through Cascade) will:
  - Repair the defective component, or
  - Replace the component or the full Product.

Replacement items are covered for the remainder of the original warranty period.

Cascade reserves the right to request the return of defective items for inspection at the buyer's cost. If after inspection the Product is found to be defective and does not conform to the applicable specifications, the NOAQ (through Cascade) will reimburse the buyer for the return shipping costs.

## **5. Limitations of Liability**

- This Limited Warranty represents the sole and exclusive remedy for the buyer. NOAQ's total liability is strictly limited to repair or replacement of the defective product or part. NOAQ shall under no circumstances be liable for:
  - Property damage;
  - Business interruption or downtime;
  - Lost profits; or
  - Indirect, incidental, or consequential damages of any kind, or any other consequential damages arising from the use or inability to use the Product.

NOAQ expressly disclaims all implied warranties, including merchantability or fitness for a particular purpose, to the fullest extent permitted by law.

If the buyer has a claim under this Limited Warranty or under any implied warranties provided to the buyer by state law, the buyer may not file a court action based on that claim any later than one (1) year after the buyer's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

## **6. Acceptance of Goods**

- The buyer is responsible for inspecting the Products immediately upon delivery. Any visible damage, missing components, or discrepancies must be reported to Cascade within five (5) business days of delivery.
- Failure to notify Cascade within this period shall be deemed acceptance of the Products "as delivered," and such issues may not be covered under this Limited Warranty.

## **7. Non-Transferability**

This Limited Warranty applies only to the buyer (through Cascade) and is not transferable. Any resale, redistribution, or transfer of the Products to a third party shall void this warranty unless otherwise agreed in writing by NOAQ.