

EMC Farm & Industrial Inc. - Warranty Terms and Conditions (EN)

EMC Farm & Industrial Inc. provides a limited parts-only warranty valid for one (1) year from the date of purchase, applicable exclusively to products acquired through our official website or authorized distributors. This warranty is subject to the conditions outlined below and governed solely by the laws of the Province of Québec.

1. Warranty Activation and Claim Procedure

To initiate a claim, the purchaser must immediately cease use and contact EMC Customer Support at 1-800-983-4038 or info@emcfarminustrial.com. Claims must be accompanied by:

- Proof of purchase (invoice)
- Photographic and/or video documentation of the alleged defect and overall product condition

Claims submitted without complete documentation will be deemed inadmissible. EMC reserves the right to reject any claim lacking sufficient evidence.

2. Scope of Coverage

- This warranty covers replacement of defective parts only. Labor, diagnostics, disassembly, reassembly, and shipping costs including express or specialized freight are excluded and remain the customer's responsibility.
- No warranty applies to consumables (e.g., tines, hoses, filters, couplers, nozzles, connectors) or components subject to normal wear unless a manufacturing defect is clearly established.

3. Exclusions and Limitations Warranty is void under the following circumstances:

- Unauthorized disassembly, modification, or repair
- Installation of third-party components without prior written approval
- Improper installation, use, or maintenance
- Deployment with missing parts
- Damage from extreme weather, ice, snow, or external forces
- Intensive or abusive usage beyond intended design
- Repairs performed by unlicensed or uncertified personnel

4. Warranty Exclusion – Environmental and Regulatory Exposure

Environmental Exposure and Improper Use The warranty shall be deemed null and void in the event the product is exposed to adverse environmental conditions, including but not limited to:

- Water immersion, rain exposure, or electrical surges affecting electrical devices, gas engines, or motors
- Sub-zero temperatures affecting pipes, conduits, receptacles, tanks, or similar components

Such exposure constitutes improper use and is incompatible with the product's intended operational parameters. EMC Farm & Industrial Inc. shall not be held liable for any damage resulting from these conditions.

5. Unauthorized or Unpermitted Deployment

- It is the sole responsibility of the end user to ensure that the product is deployed and operated in accordance with all applicable municipal, provincial, and federal regulations.
- No warranty shall apply where the product is installed, used, or deployed in a location or manner that is unauthorized, unpermitted, or non-compliant with competent authority requirements. EMC Farm & Industrial Inc. disclaims all liability for damages or regulatory infractions arising from such unauthorized use.

6. Inspection and Delivery Conditions

- All products are inspected prior to delivery or customer pickup. Structural damage (e.g., dents, deformation) must be reported within 72 hours of receipt.
- Claims beyond this period will not be accepted. Customers are advised to refuse delivery of visibly damaged goods to avoid return shipping fees.

7. Installation and Climate Suitability

- EMC strongly recommends installation by licensed professionals.
- Products such as lifts, shelters, greenhouses, and attachments are designed for temporary use and are not engineered to withstand extreme weather.
- It is the end user's responsibility to assess climate suitability prior to deployment.

8. Legal Warranty and Discretionary Rights

- This warranty complements the legal warranty under the Civil Code of Québec and the Consumer Protection Act, which ensures products are fit for intended use, free of hidden defects, and durable under normal conditions.

- EMC reserves the right to decline any claim at its sole discretion if conditions are not met.

9. Limitation of Liability

EMC Farm & Industrial Inc. shall not be held liable for any direct, indirect, incidental, or consequential damages, including but not limited to loss of profits, revenue, or savings, arising from the use or inability to use the product.