

OYSTERGRO® LIMITED WARRANTY

This warranty document sets forth in detail the one-year limited manufacturer's warranty (the "Warranty") provided by Bouctouche Bay Industries Ltd., also operating as BBI Group, (hereinafter "BBI"), in respect of its OysterGro® products, as defined below. **Subject to the law of your jurisdiction as may be applicable, BBI is only liable for the warranties contained in this document.**

- 1) This Warranty applies to the following OysterGro® System Products (the "Product(s)"):
 - OysterGro® HighFlo™ Cage
 - OysterGro® ProFlo™ Cage
 - OysterGro® Pro-Compact™ Cage
 - OysterGro® LowPro Plus™ Cage
 - OysterGro® LowPro™ Cage
 - OysterGro® Hybrid Shift™ Cages
 - Assembled OysterGro® Bags
 - Including any EasyShip™ variant of the above-mentioned Cages and Bags, provided they are assembled using OysterGro's recommended procedures, products and methods
 - OysterGro® Hybrid Storage Pods

- 2) The start date for the Warranty is the date of purchase of the Product(s) from BBI.

- 3) Subject to the terms set out below, during the one-year period extending from the date of purchase, BBI will have the Product(s) or required components thereof replaced free of charge (inclusive of shipping costs) to the claimant, should the Product(s) contain a manufacturer's defect that materially affects the operation of the OysterGro® System.

- 4) ALL IMPLIED WARRANTIES AND CONDITIONS INCLUDING MERCHANTABILITY AND FITNESS, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW, TO THE EXENT THAT ANY IMPLIED WARRANTY MAY NOT BE EXCLUDED AS A MATTER OF LAW, ANY SUCH IMPLIED WARRANTY, INCLUDING MERCHANTABILITY AND FITNESS, IS LIMITED TO THE DURATION OF THIS WARRANTY.

- 5) The Warranty is non-transferrable. The transfer or re-sale of the Product(s) by the original purchaser to a third party voids the Warranty on the Product(s) and the transferee will not be entitled to rely on or enforce the Warranty.

- 6) **Notification of Claims** – In order to receive coverage under the Warranty, formal notification to BBI of the Warranty Claim has to be made within the one-year Warranty period. The following terms for notifying BBI of any Warranty Claim must be strictly followed:
 - Contact BBI Customer Service at 506-743-5455 or e-mail info@oystergro.com immediately after you become aware of the alleged manufacturing defect
 - Provide all information requested by BBI's Customer Service representative

- Complete and submit the Warranty Claim to BBI within the one-year Warranty period
- Include with the Warranty Claim all of the following:
 - Proof of Purchase, which must identify the following: the type and quantity of Product(s) purchased, the purchase price, the name of the purchaser, the entity that sold the Product(s) and the date of purchase;
 - the required photos and/or videos of the alleged defective Product(s), as requested by BBI;
- upon request by BBI, to return the alleged defective Product(s) or component(s) thereof to BBI for inspection by BBI or its agents within 14 days of submitting the Warranty Claim at the claimant's shipping cost
- upon request by BBI, to provide access to BBI and its representative(s) to the alleged defective Product(s) for the purpose of investigating the Warranty Claim at any time or times within 45 days of the Warranty Claim being submitted

Failure to comply with any of these terms will render the Warranty Claim invalid and relieve BBI of any liability under this Warranty.

7) BBI will, within approximately sixty (60) days of receipt of the completed Warranty Claim, evaluate the claim and respond according to any obligations imposed by this Warranty.

8) **Exclusions and Limitations** – BBI will have no liability under this Warranty for:

- OysterGro® components or products purchased individually and/or not assembled by BBI as part of an OysterGro® System. This includes but is not limited to: floats (also referred to as pontoons, cage buoys, etc.), strands, cage components or flat OysterGro® bags
- Any damage to the Product(s) caused by use of the Product(s) contrary to the recommended use, instructions and/or directions provided by BBI in respect of the OysterGro® System
- Any damage caused by Acts of God, including lightning, gales, storm surge, ice, hail, hurricane, tornado, earthquake, explosion, contamination or any other causes except ordinary normal wear and tear by the elements
- Any damage to the Product(s) caused by mishandling, collision, improper storage or installation, or improper repairs or maintenance
- Any damage that arises after the Product(s) is altered by the purchaser or its agents after purchase
- Any costs incurred for repair or replacement not authorized in writing by BBI
- Any damage that arises from any cause other than a manufacturing defect
- Any colour fading or discolorations to the Product(s) that do not impact functionality
- Any costs related to the disposal of alleged defective Product(s)
- Any costs for labour not expressly set out in this Warranty
- Any other costs or expenses not expressly provided for under this Warranty
- Any liability for incidental or consequential damages or loss of profits

9) In all cases, replacement Product(s) or components are warrantied only for the remainder of the original Warranty period.

- 10) BBI reserves the right to discontinue or modify any of its Product(s), without notice to the original purchaser. BBI will not be liable as a result of any such modification or discontinuance.
- 11) This Warranty only confers rights upon, and may only be enforced by the original purchaser of the Product(s) that are covered by this Warranty. No other person has rights under, or may enforce this Warranty.
- 12) Subject to the laws of any jurisdiction that would modify this term, no action may be brought against BBI for breach of this Warranty or arising out of any use or damage to the Product(s) that are subject to this Warranty unless brought within one year after any cause of action had accrued.
- 13) The unenforceability of any term of this Warranty will not affect the enforceability of any other term. If any provision of this limited warranty is unenforceable, it may be severed. In the event of this, the remainder of this limited warranty will remain in full force and effect.

THIS WARRANTY REPLACES ALL OTHER WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF BBI. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE WARRANTY DESCRIBED IN THIS DOCUMENT. BBI WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT ANY PRODUCT(S), WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF BBI OR BY ANY OTHER PERSON. BBI DOES NOT AUTHORIZE ITS REPRESENTATIVES, DISTRIBUTORS, CONTRACTORS OR DEALERS TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.