

Cartridge Ownership, Limited Cartridge Warranty And Fees

1.1 Interpretation

(a) **"TectoGroup"** (and **"We"**, **"Us"** or **"Our"**) means, collectively, TectoGroup, and its affiliates.

(b) **"Service"** means any service We provide to You in connection with your TectoGroup service plan.

(c) **"You"** or **"Your"** means you as an individual or, if you are acting on behalf of a business, then both the business and you as an individual.

(d) Capitalized terms not otherwise defined in this Schedule have the meanings given to them in the Agreement. Unless otherwise stated, references to Section numbers refer to Section numbers in this Schedule.

(e) Any reference in this Schedule to gender includes all genders. Words importing the singular number only include the plural and vice versa. Where a term is defined, a grammatical variation of that term will have a corresponding meaning.

(f) In this Schedule (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of".

1.2 Product Ownership

(a) You may either own or lease the Blackline Safety base unit (**"Base Unit"**) You use in connection with Your Services, depending on the agreement You have with TectoGroup relating to such Products. If You purchase a Base Unit with the standard cartridge head Product outright (**"Standard Cartridge"**) then you also own the Standard Cartridge in association with that Base Unit. There are two (2) other types of Cartridges (**"Cartridges"**): some customers have purchased their cartridges outright (**"Purchased Cartridges"**); and some customers have leased their cartridges **"Leased Cartridges"**.

(b) Tecto Hire Ltd maintains ownership of all Leased Cartridges at all times, and provides such Leased Cartridges to You in association with Services You have ordered. If the Services associated with such Leased Cartridges expire or are terminated by You or Us at any time, You must return all such Leased Cartridges to TectoGroup, within thirty (30) days of the termination date of such Services, at Your expense. You will be required to pay a fee, as set out in Section 1.5, for each Leased Cartridge that is not returned to TectoGroup as required by this Section 1.2.

1.3 Limited Warranty - Cartridges

(a) The warranty period for Purchased Cartridges varies from customer to customer depending on the length of warranty You purchased. The warranty period for Leased Cartridges continues for the duration of Your lease term.

(b) This Limited Warranty will be VOID: (i) if the Cartridges are found to have been repaired or modified by anyone other than a Blackline Safety authorized service center (**"Service Centre"**); or (ii) if, in Tectoroup's sole opinion, the Cartridges have been modified, neglected, improperly maintained, misused, abused, or the appearance of the Cartridges reveals damage or a failure to

provide proper maintenance by You. Tecto Hire Ltd does not provide any warranty for damage to the Cartridges occurring in transit.

(c) To request warranty repairs You must contact TectoGroup for a return material authorization number (RMA number) prior to shipment. If Your warranty repair request is authorized, TectoGroup will provide You with a shipping address. **Label Your shipment documentation with the statement "Returning merchandise to the manufacturer for repair". Tecto Hire Ltd is not responsible for customs or brokerage charges associated with Your shipment. Send Your Product, postage prepaid, to TectoGroup.** All warranty repair requests must be accompanied by a brief note describing the difficulty You are experiencing with the Cartridges in as much detail as possible. Cartridges that are repaired or replaced by TectoGroup under the terms of this Cartridge warranty will be shipped back to You with shipping prepaid by Tecto Hire Ltd via a non-expedited shipping service.

1.4 Replacements – Filters and Consumptive Sensors

(a) Leased Cartridge filters are removable and replaceable. Tecto Hire Ltd will provide replacement filters for Leased Cartridges (up to five (5) per year per Leased Cartridge) on request.

(b) Certain sensors in Enhanced Cartridges deteriorate over time with exposure to certain environments ("**Consumptive Sensors**"). Tecto Hire Ltd will replace Consumptive Sensors for Leased Cartridges no more than once per year for the duration of the lease term, and Tecto Hire Ltd will replace Purchased Cartridges for a maximum of two times, using the same process used for warranty returns, as set out in Section 1.3. For a full list of Consumptive Sensor SKUs, please contact Tecto Hire Ltd.

1.5 Leased Cartridge Fees

TectoGroup will charge You, and You agree to pay, a replacement fee, if You: (a) fail to return a Leased Cartridge at the expiry or termination of Your corresponding Service; (b) lose a Leased Cartridge; or (c) damage a Leased Cartridge and the damage is not covered by the Limited Warranty. If You require a replacement Leased Cartridge, then upon Your payment of the applicable replacement fee to TectoGroup will supply a new Leased Cartridge, and the terms and conditions of this Schedule will apply to that new Leased Cartridge.