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## Appendix – Canada

### Jurisdiction-Specific Disclosures and Terms for Canada

This Appendix supplements and modifies the terms of the Outdure Limited Warranty where the Product is purchased, installed, or used in Canada. In the event of a conflict between this Appendix and the Master Warranty, this Appendix shall prevail for customers located in Canada.

#### 1. Consumer Rights Disclosure

This Limited Warranty gives you specific legal rights. You may also have additional rights under applicable provincial or territorial consumer protection laws, which vary across Canada and may not be excluded or limited by contract.

##### Provincial Disclaimers:

- Quebec: This warranty does not limit or exclude rights under the Quebec Consumer Protection Act. Any clause that seeks to limit legal warranty rights under that Act shall be deemed unenforceable to the extent prohibited.
- British Columbia, Alberta, Ontario, and other provinces: This warranty does not exclude any mandatory statutory warranties provided under applicable Sale of Goods Acts or Consumer Protection legislation.

Some provinces and territories do not allow certain limitations on implied warranties or liability for consequential or incidental damages. Therefore, certain exclusions in the Master Warranty may not apply to you.

#### 2. Governing Law

This Limited Warranty and any related disputes shall be governed by the laws of the Province in which the Product is installed, without regard to conflict of laws principles, unless otherwise required by applicable consumer protection law.

#### 3. Dispute Resolution & Optional Arbitration

Outdure is committed to supporting the quality and performance of its Products. In the event of a dispute related to this Limited Warranty, the following process applies:

##### a) Pre-Arbitration Resolution Process

Before initiating legal proceedings, the claimant must provide written notice to Outdure specifying the issue, affected Product(s), installation details, and supporting documentation (e.g., photos, purchase records, installer certificate). Outdure will respond within thirty (30) days of receipt, and both parties shall make a good-faith effort to resolve the matter informally.

##### b) Optional Arbitration

Where permitted by law, either party may elect to resolve the matter through final and binding arbitration under the rules of the ADR Institute of Canada or a similar body, in the province or territory where the Product was installed. Any arbitration will be conducted in English or French, as applicable.

##### c) Waiver of Class Actions

To the fullest extent permitted by Canadian law, arbitration or legal proceedings under this Warranty shall be conducted solely on an individual basis. Class actions or representative proceedings are not permitted.

##### d) Venue and Limitation of Damages

If arbitration is not elected, any legal action must be brought in the courts of the province or territory where the Product was installed. Recoverable damages are limited to the original purchase price of the affected Product(s), unless prohibited by applicable law. Outdure is not liable for any incidental, indirect, special, or consequential damages except where such exclusions are disallowed by law.

##### e) Severability and Savings Clause

If any provision of this Limited Warranty or this Appendix is found unenforceable under applicable Canadian law, that provision shall be severed, and the remainder shall remain in full force and effect.

#### 4. Contact for Canadian Customers

Outdure International Ltd

Email: [info@outdure.com](mailto:info@outdure.com)

Website: [www.outdure.com/resources/warranty/canada](http://www.outdure.com/resources/warranty/canada)