

**CERTIFICATION AND AUTHORIZATION**

The undersigned hereby certifies that he/she has:

- a. watched and understood the series of operational and instructional videos on the Yak's North America Inc. website regarding Yak's axle lift devices and valves;
- b. familiarized himself/herself with all government laws, regulations and directions regarding the installation and use of axle lift devices and valves and will adhere to those laws, regulations and directions;
- c. implemented systems to ensure that the axle lift devices and valves will not be used on trailers with:
  - i. break disconnects; or
  - ii. mixed axle groups; and
- d. the installer of axle lift devices shall:
  - i. install trailer protection valves if required; and
  - ii. complete and return Registration and Warranty ("RW") sheets to Yak's North America Inc.

The undersigned shall ensure that:

- a. the axle lift device is equipped with tamper proof features to prevent any adjustment, except by Yak's North America Inc.; and
- b. when the axles are in contact with the ground, the axle group shall conform to either a tandem or tridem axle, all in accordance with the commercial vehicle and weight regulations in effect for the province or state in which the axle group is installed and all jurisdictions in which the vehicles are operated.

The undersigned hereby CERTIFIES that all of the above is correct this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature:

Print Name: \_\_\_\_\_

**AUTHORIZATION**

Upon receipt of an executed copy of this Certification and Authorization, YAK'S NORTH AMERICA INC. shall acknowledge receipt of this certification to you and then grant you, \_\_\_\_\_, a license to act as agent for Yak's North America Inc. as required by Alberta Transportation in specification #6 as set out in the specifications and provide you with a link thereby granting you access to the Installation Videos on our site showing the steps for installation and setting of the valves as purchased from Yak's North America Inc. Once those specific axle lift devices and valves are installed, the agency hereby granted is revoked.

If you wish to maintain your status as our agent you must forward all Registration and Warranty Forms pertaining to your purchase(s) of axle left devices and valves prior to the renewal of the agency as set out in the Registration and Warranty Form.

**YAK'S NORTH AMERICA INC.**

Per: \_\_\_\_\_

## Disclaimer

Yak's North America Inc., its affiliates, contractors, sub-contractors and agents (collectively "Yak's") and any party who has supplied, or offered to supply, or installed or offered to install, axle lift devices or valves used in conjunction with axle lift devices utilized in the trucking industry, (collectively "Lift Devices") is not responsible for any direct, indirect, special, incidental or consequential damage or any other damages whatsoever and howsoever caused, arising out of or in connection with the use of the Lift Devices or in reliance on the information contained in this website (the "Website"), including any loss of use, lost business profits, business interruption, personal injury or any other pecuniary loss, whether the action is in contract, tort (including negligence) or other tortious action.

Yak's has developed this Website as an information resource service for Lift Devices only. The Lift Devices are provided for use by qualified operators and installers only. Sale or installation of the Lift Devices and any effects of the said use of the Lift Devices by a party other than Yak's or a qualified operator or installer, shall not be the responsibility of Yak's.

The information supplied by Yak's to the end users of this Website is assumed by Yak's to be accurate, and Yak's therefore assumes no responsibility or liability of any kind regarding any choices made or not made by the users of the Website, with respect to the implementation of any policy, procedure or practice based on the Lift Devices.

The end user of this Website is responsible for the implementation of any necessary policy, procedure, practice or any other effort when using the Lift Devices including, without limitation, the Alberta Government Policies set out in the Alberta Government's Transport Engineering Weight and Dimension Policy regarding axle lift devices as published by the Alberta Government from time to time. The end user shall remain responsible for compliance with any and all federal, provincial, municipal or other legislation, bylaws, statutes, regulations or laws of any kind. The end user is also responsible for complying with all agreements of a contractual nature or otherwise entered into with Yak's or any other party and Yak's shall not be responsible for the entering into any contract in any way whatsoever.

Yak's provides information on this Website as information only, and is not responsible for any omissions or errors contained herein. The evaluations and conclusions contained in the information does not preclude the existence of other relevant legislation, bylaw, statute, regulation or law of any kind whatsoever.

Yak's disclaims all warranties, representations and conditions regarding use of the Lift Devices including the representation that the Lift Devices provides an absolute accurate account of all relevant legislation of any kind, as such legislation may change at any time. Yak's does not warrant compliance by the end user with any such legislation. The only warranties, representation and conditions regarding the use of the Lift Devices shall be contained in the contract of purchase between the ultimate purchaser of the Lift Devices and Yak's and is not contained herein.