



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

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ATLAS GREENHOUSE, LLC Warranty Information

Article 15: Limited Warranty

Seller warrants that its products are free from defects in material and workmanship for a period of one year from the date of delivery, except that Seller explicitly makes no warranties as to products or materials manufactured by others. As to products manufactured by others, Purchaser's sole remedy shall be under warranty, if any, made by the original manufacturer. This limited warranty is nontransferable or assignable. Limited 10 year warranty applies to frame only. Contact manufacturer for additional details.

It is the Purchaser's responsibility to notify Seller in writing at matt@atlasgreenhouse.com (email) or mailed overnight mail with tracking to Atlas Greenhouse, Attn: Matt Hughes, P.O. Box 558, Alapaha, GA 31622 within ten (10) calendar days of the occurrence of any claim, defect, or deficiency arising out of materials provided by Seller under the Agreement. Failure of the Purchaser to provide written notice of the occurrence will result in the Purchaser waiving all claims that may be brought against Seller because of or relating to the occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Seller will within a reasonable time inspect the Materials, and if the cause of the defect is within the coverage as stated above, the Seller will arrange for repairs/replacements to be made. If the cause of the damage is not covered by the warranty, Seller will notify Purchaser that the damage is not covered, and Seller shall not be liable to Purchaser for the cost of repairs or damage.

Purchaser's remedies hereunder are limited to the repair and/or replacement of goods manufactured by Seller as provided herein. Any warranty provided by Seller shall be void if Purchaser fails to pay for any materials ordered pursuant to the Agreement.

The obligations of Seller herein are in lieu of all others, and Seller makes no other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness, for any purpose. Under no circumstances shall Seller be liable for any special or consequential damages, even if Seller has been notified of the possibility the same.

Purchaser shall hold and protect all products for which Purchaser has given notice, as stated above, until Purchaser is specifically instructed to do otherwise by Seller. While such products are under Purchaser's protection, Purchaser shall be liable for all damages to said products.

Non-code or non-certified structures acquired by the Purchaser are done so at the Purchaser's own risk. Purchaser shall indemnify Seller from any liabilities or costs including attorneys' fees for structural failure or any legal action taken by governing agencies for nonconformance.

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. If the structure set forth in this proposal is structurally certified by a licensed structural engineer, the certification is based on figures for a continuously heated greenhouse. The Purchaser understands that it is required to regulate the inside temperatures to avoid excessive snow loads.

Purchaser understands that the cost of structural certification not requested at time of purchase but requested after Purchaser received structure and signed delivery receipt will be charged to Purchaser. In addition, any components (additional trusses, purlins, spacings, braces, etc.) necessary to meet the required certification will be charged to the Purchaser. Purchaser is responsible for informing Seller of required loads for the county in which the structure is to be located.

Seller shall not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from: (a) the failure of the Purchaser to always regulate inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment), (b) the failure of the Purchaser to complete timely installation of said equipment.

EXCLUSIONS TO WARRANTY

Including the exclusions mentioned elsewhere in this agreement, Seller disclaims all liability for claims arising out of the exclusions listed below. Purchaser acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does NOT cover the following:

1) Defects or damage caused by:

- (a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
- (b) Temperature fluctuations.
- (c) Structural failures, such as cracks in foundations or other surfaces; damages caused by water intrusion unrelated to the work.
- (d) Changes in original principal usage unless approved in advance in writing.
- (e) Repairs by others including, but not limited to, servicing or maintenance unless prior written approval is obtained.
- (f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Builder's control.
- (g) Failure of Purchaser to maintain the purchased Materials.
- (h) Sinkholes, shifting soils, or other ground subsidence condition.
- (i) Purchaser negligence, misuse, abuse or alteration.

- 2) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 3) Any condition that is not in strict accordance with Seller's installation instructions.

Article 16: Limited Equipment Warranty

Seller is a manufacturer or distributor for products and equipment used in the greenhouse industry. These product manufacturers have stated warranty procedures that must be followed to validate the warranty. These warranty procedures are typically included with the product's original packaging. Each product manual should be retained for servicing the product and warranty procedures. If the service manual and/or warranty procedures cannot be located, please call and ask for technical support. Subject to the other requirements and exceptions in this Agreement, Seller will warranty defective parts and motors for fans, shutters, pumps, heaters, thermostats, and curtain motors for a period of one year. However, all warranties are null and void when improperly wired or used. Upon inspection and testing, if the motor or part was improperly wired or used, the Purchaser will be billed. Seller has found that most claims for a defective motor or part are caused by initial improper wiring. Motors and heaters should be wired/installed by a licensed professional with experience in commercial equipment. Most claims of shortages are caused by Purchaser inexperience. Purchaser should inspect, identify, and recognize all parts, bundles, and equipment before beginning construction.