

ClearSpan Fabric Structures International, Inc

1 year Installation Warranty

ClearSpan Fabric Structures International, Inc warrants the owner of the installed building for a period of one (1) year from the date of installation, that the building shall be free from defects in the workmanship if, BUT ONLY IF:

- a. The Owner notifies ClearSpan Fabric Structures International, Inc of defect within thirty (30) days after the discovery thereof, otherwise such claim is waived. Without limitation on the foregoing, any alleged defect discovered more than one (1) year after installation is excluded from the warranty.
- b. No attempted alteration or repair of the defect was made without written consent of ClearSpan Fabric Structures international, Inc.

Who is covered?

ClearSpan Fabric Structures International, Inc extends this warranty to the original purchaser.

What is covered?

This warranty only applies to products sold and installed by ClearSpan Fabric Structures International, Inc. or an authorized representative of the company.

What is not covered?

This warranty does not cover normal wear and tear; any damage or loss caused by accidents; alteration; misuse; abuse or extraordinary use; improper reinstallation, cleaning or other maintenance. This warranty does not cover any damage or loss caused by non-ClearSpan Fabric Structures personnel in the course of completing work in or around the fabric structure. Warranties will cease if product is moved from its original place of installation.

Warranties from all manufacturers of components and finished products **DO NOT** cover removal, installation, travel or shipping costs after a period of one year.

Beam Building LIMITED WARRANTY

A. Limited Warranty

Engineering Services & Products Company (herein referred to as ESAPCO) warrants, on the terms set forth in this Beam Building Limited Warranty (the "Limited Warranty"), solely to the original Building Owner (herein referred to as the Building Owner), which Limited Warranty shall be non-transferable, that under normal use, proper installation, maintenance, and the satisfaction of the conditions of this Limited Warranty, the new main building frame and end frame components of the beam building manufactured by ESAPCO, and certain other components of the beam building described herein, shall be free from manufacturing and material defects as follows:

- **Main Building Frame (50-Year):** Beams, braces, purlins, and manufactured brackets only and specifically excluding all cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **End Frame (5-Year):** Vertical beams, horizontal braces and frame members, and manufactured brackets only and specifically excluding all cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **Metal Roof and Sidewall Cladding:** Metal sheets used to cover roof and/or sidewalls are warranted under the original equipment manufacture's (OEM) warranty. These are *not warranted* by Engineering Services & Products Company (ESAPCO). Consult the OEM warranty for details and restrictions.
- **Main Building Frame Cover (30-Year for 29 oz Vinyl):** Panel(s) for the main building frame only and specifically excluding any components used to secure cover panel(s) to the main building frame, roll-up panels separate from the main cover and that can be removed independent of the main cover, and any portion of the main cover that may roll up.
- **End Frame Panels (5-Year):** Panel(s) used to cover an end frame that was designed, manufactured, and approved by ESAPCO, used to cover an end frame only and specifically excluding all components used to secure end panel(s) to the end frame, zippered end panels, and those panels covering an end frame not manufactured and approved by ESAPCO.
- **Fabric Doors (1-Year):** Door membrane only and specifically excluding all door hardware, conduit, and related components used to secure or raise and lower the door.
- **Small Components (1-Year):** Cable, clamps, cable thimbles, turnbuckles, winches, ratchets, fasteners, strapping, PVC conduit, and other small parts.

The time periods of this Limited Warranty are pro-rated over the applicable period, which time periods shall in all cases begin on the date of the initial shipment of the applicable component.

THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO GUARANTEE AS TO SNOW LOAD OR WIND LOAD RATINGS UNLESS THE BEAM BUILDING OWNER HAS RECEIVED FROM ESAPCO STAMPED ENGINEERED DRAWINGS WITH THE BEAM BUILDING. IF STAMPED ENGINEERED DRAWINGS ARE NOT RECEIVED FROM ESAPCO WITH THE BEAM BUILDING, ESAPCO DOES NOT WARRANT THAT THE FRAME WILL COMPLY WITH LOCAL OR STATE BUILDING CODES IN THE LOCATION WHERE THE BEAM BUILDING IS ERECTED. THIS LIMITED WARRANTY IS INTENDED BY BOTH PARTIES TO BE THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE WARRANTY PROVIDED BY ESAPCO WITH RESPECT TO THE BEAM BUILDING.

ESAPCO WITH RESPECT TO THE BEAM BUILDING:

Notwithstanding any other provision of this Limited Warranty to the contrary, this Limited Warranty does not apply to damage or defects resulting from any of the following: a) improper installation or installation that is not in accordance with the drawings or instructions provided by ESAPCO; b) failure to maintain the beam building according to any applicable maintenance and care documents; c) improper anchoring of the beam building; d) failure of the footings or foundation, or improperly designed footings or foundation, of the beam building; e) unapproved modification of the original design of the beam building; f) misuse or neglect of the beam building; g) accident; h) damage from falling objects, punctures or tears, exposure to harmful chemicals, fumes or other substances (foreign or natural); i) "Acts of God", including but not limited to hail, flooding, ice, snow, or wind;

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j) failure to clean the beam building, or using unapproved cleaning methods or materials; k) use of harmful chemicals or solvents for cleaning the beam building; l) normal wear and tear; m) unauthorized repair or modification the beam building; n) use, or integration, of the beam building with products or systems not manufactured or approved by ESAPCO; o) exposure of the beam building to conditions that exceed the wind and snow load specifications; p) improper storage of the building components before and during assembly; q) product upgrade or product recall; r) corrosion of beam building components caused by any source or use other than a defect affecting that components protection; s) the beam building, roof covers, end panels, or roll-up panels are no longer in the possession of the original Building Owner. This Limited Warranty does not apply to foundations.

ESAPCO specifically calls Building Owner's attention to the following:

- Metal sheets used to cover roof and/or sidewalls are subject to any warranty provided by the original equipment manufacturer (OEM) thereof and are expressly excluded from the scope of this Limited Warranty. ESAPCO recommends that Building Owner consult the OEM warranty for all applicable details and restrictions.
- This Limited Warranty does not apply to foundations.
- ESAPCO is not responsible for damages incurred during the assembly of the beam building even when the approved instructions and drawings are followed.
- During production, ESAPCO applies a primer coat to all primary and secondary beam building frame members. This primer coat is intended to protect the steel frame members for only a short period of exposure to ordinary atmospheric conditions. Unlike a field-applied finish coat of paint, this primer coat does not provide a uniform finished look, nor is it as durable or corrosion resistant, and is expressly excluded from the scope of this Limited Warranty. ESAPCO advises the Building Owner that handling, loading, shipping, unloading, and erecting of these components will cause abrasion to the primer coat that is unavoidable. Any touch-up or cleaning of the primer coat is the responsibility of the Building Owner.

B. Registration and Requirements

This Limited Warranty is valid only for the Building Owner and only when all of the following conditions are met:

- The beam building has been erected according to the instructions and drawings provided by ESAPCO;
- Contractors assembling the beam building are qualified and experienced in erecting structures similar in design and size;
- Completed Limited Warranty registration card and required photographs reflecting the correct installation of the beam building have been returned and received within **60 days** of the substantial completion of the installation of the beam building;
- All required photographs have been approved by ESAPCO.
- The Delivery Certificate for the beam building has been signed, and returned, by Building Owner to ESAPCO within **21 days** of its receipt of beam building.

When the aforementioned conditions are satisfied, a Certificate of Warranty will be made available. If a review of the submitted photographs reveals incorrect component installation or other deficiencies, a Certificate of Warranty will be withheld until the deficiencies are corrected and additional photographs confirming correction of all installation and other deficiencies have been submitted to ESAPCO. Once the photographs reflecting the correct installation of the beam building and the cure of any other deficiencies are approved by ESAPCO, a Certificate of Warranty will be made available. The Certificate of Warranty applies to the original Building Owner and is non-transferable.

C. Building Owner's Sole and Exclusive Remedy

In the event that there is a claim under this Limited Warranty, ESAPCO will, at its sole option, repair the defect or replace the defective component with a new, used, or rebuilt component. If it is determined by ESAPCO that a repair or replacement of the defective component is required, ESAPCO will have sufficient and reasonable time to do so.

The Building Owner is responsible for these costs to resolve the defect:

- Costs to return the defective component to ESAPCO for repair or replacement;
- Cost of the repair if an on-site repair is deemed necessary by ESAPCO;

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- Cost of the replacement component pro-rated per year following the Limited Warranty starting date as recorded on the Certificate of Warranty;
- Cost to deliver the replacement component; and
- Cost to install the replacement component.

If ESAPCO concludes that a component requires replacement or repair under this warranty, the repaired or replaced component will be subsequently warranted only for the unexpired warranty period of the original component. When an original component is no longer available due to changes in design and/or materials, ESAPCO reserves the right to replace components with those that are comparable in quality, design, and function. In cases where main cover panels, end frame panels, or roll-up panels are repaired or replaced, ESAPCO will not be liable if the repaired or replaced membrane varies in appearance from the original or is manufactured from different materials comparable in quality and function.

D. Securing Warranty Service

To submit a warranty claim, the Building Owner must complete each of the following:

- Send all warranty claims to the ESAPCO contact information printed on the Certificate of Warranty;
- All warranty claims must be received in writing by ESAPCO within the applicable warranty period;
- All warranty claims must include supporting photographs that clearly identify the claimed defect.

In the event of a warranty claim, ESAPCO reserves the right to request the return to it of the component claimed to be defective prior to resolving the warranty claim. In such cases, the Building Owner must return to ESAPCO the component, shipping paid. The returned component must include the return authorization code provided by ESAPCO. Any new, repaired, or replacement components will be shipped from ESAPCO to the Building Owner at Building Owner's expense.

E. Limits of Liability

In no event will ESAPCO be liable to the Building Owner for any direct, indirect, incidental, punitive, special or consequential damages (including, but not limited to loss of profit, loss of time, or inconvenience) incurred by the Building Owner as the result of a defect covered by this Limited Warranty or ESAPCO's actions under this Limited Warranty, even if ESAPCO has been put on notice that the Building Owner could sustain such damages. Without limiting the foregoing, ESAPCO shall not be liable for personal injury, or loss of use of the beam building for any purpose. This disclaimer of damages shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise.

In no event shall ESAPCO be liable to the Building Owner for more than the cost to repair or replace defective components. This limitation of liability shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise. The Building Owner is responsible for all installation and labor costs related to the repair or replacement of defective components.

F. Miscellaneous

By registering for and receiving the Certificate of Warranty, the Building Owner accepts this Limited Warranty voluntarily and expressly confirms its awareness of, and agreement with, all the terms and conditions set forth in this Limited Warranty.

ESAPCO is not responsible for damages incurred during the assembly of the beam building even when the approved instructions and drawings are followed.

This warranty gives the Building Owner specific legal rights. The state law of the Building Owner may not permit the limitation of warranty and disclaimer of damages set forth above, so some of the limitations and exclusions may not apply.

Only ESAPCO is authorized to modify this Limited Warranty. No ESAPCO dealer or distributor is authorized to make any changes to this Limited Warranty provided by ESAPCO or to make any representations on behalf of ESAPCO. If the Building Owner has any questions concerning Limited Warranty issues, he or she should call 1-800-528-0508.

Rev. 6.20.2022

LIMITED WARRANTY

A. Limited Warranty: Explanation of Limited Warranty Coverage

Engineering Services & Products Company (herein referred to as ESAPCO) warrants to the Original Building Owner (herein referred to as the Building Owner) that—under normal use, proper installation, maintenance, and those conditions identified in this warranty—new main building frame and end frame components manufactured by ESAPCO and as described in this document are free from manufacturing and material defects. Main building frame covers and end frame panels are also warranted to the Building Owner as described below. *This warranty runs on a straight-line amortization. All repair or replacement costs are pro-rated per year beginning on the day of shipment for the period identified below:*

- **Main Building Frame (50-Year):** Rafters, purlins, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **Main Building Frame Cover (30-Year for 29 Ounce Vinyl):** Consists of panels for the main building frame only. Does not include any components used to secure cover panel(s) to the main building frame. (see also included Product Warranty for specific cover warranty information)
- **Small Components (1-Year):** Includes cable, clamps, cable thimbles, turnbuckles, winches, ratchets, fasteners, strapping, PVC conduit, and other small parts.
- **Fabric Doors (1-Year):** Applies to the door membrane only. Excludes all door hardware, conduit, and related components used to secure or raise and lower the door.
- **End Frame Panels (5-Year):** Consists of the panel(s) used to cover an end frame that was designed, manufactured, and approved by ESAPCO only. Excludes all components used to secure the end panel(s) to the end frame.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THERE IS NO GUARANTEE OF SNOW LOAD OR WIND LOAD UNLESS THE BUILDING OWNER HAS RECEIVED *STAMPED ENGINEERED DRAWINGS WITH THE BUILDING*. IF STAMPED ENGINEERED DRAWINGS ARE NOT RECEIVED WITH THE BUILDING, ESAPCO DOES NOT WARRANT THAT THE FRAME WILL COMPLY WITH LOCAL OR STATE BUILDING CODES IN THE LOCATION WHERE THE BUILDING IS ERECTED. THIS WARRANTY IS INTENDED BY BOTH PARTIES TO BE THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT.

B. Registration and Requirements

This limited warranty agreement is valid only when *all* of the following conditions are met:

- Building has been erected according to the instructions and drawings;
- Contractors assembling the building are qualified and experienced in erecting structures similar in design and size;
- Completed Limited Warranty registration card and required photos have been returned and received *within 60 days of the building installation*;
- All required photos have been *approved* by ESAPCO.

When the above conditions are satisfied, a Certificate of Warranty will be made available. If a review of the submitted photos reveals incorrect component installation or other deficiencies, a Certificate of Warranty may be withheld until the deficiencies are corrected and additional photos have been submitted for review. Once the photos are approved by ESAPCO, a Certificate of Warranty will be made available. *The Certificate of Warranty applies to the original building owner and is non-transferable.*

TRUSS ARCH LIMITED WARRANTY

(continued)

C. Building Owner's Sole and Exclusive Remedy

In the event that there is a claim of the warranty as set forth in Section A, ESAPCO will, at its sole option, repair the defect or replace the defective part with a new, used, or rebuilt component. If it is determined by ESAPCO that a repair or replacement of the defective part is required, ESAPCO will have sufficient and reasonable time to do so.

The Building Owner *is responsible for these costs* to resolve the defect:

- Costs to return the defective part for repair or replacement;
- Cost of the repair if an on-site repair is deemed necessary by ESAPCO;
- Cost of the replacement part *pro-rated per year* following the warranty starting date as recorded on the Certificate of Warranty;
- Cost to deliver the replacement part;
- Cost to install the replacement part.

If ESAPCO concludes that a part requires replacement or repair under this warranty, the repaired or replaced part will be subsequently warranted *only for the unexpired warranty period of the original part*. When an original part is no longer available due to changes in design and/or materials, ESAPCO reserves the right to replace components with those that are comparable in quality, design, and function. In cases where main cover panels, end frame panels, or roll-up panels are repaired or replaced, ESAPCO will not be liable if the repaired or replaced membrane varies in appearance from the original or is manufactured from different materials comparable in quality and function.

D. Securing Warranty Service

To submit a warranty claim, the Building Owner must complete *each of the following*:

- Send all warranty claims to the ESAPCO contact information printed on the Certificate of Warranty;
- All warranty claims must be *received in writing by ESAPCO within the warranty period*;
- All warranty claims must include supporting photographs that clearly identify the alleged defect.

In the event of a warranty claim, ESAPCO reserves the right to request the alleged defective part prior to resolving the issue. In such cases, the Building Owner must return the part postage (or shipping) paid. Package must include the return authorization code provided by ESAPCO. Any new, repaired, or replacement components will be shipped from ESAPCO to the Building Owner. *Building Owner is responsible for all freight charges.*

E. Limits of Liability

In no event will ESAPCO be liable to the Building Owner for any direct, indirect, incidental, punitive, special or consequential damages (including, but not limited to loss of profit, loss of time, or inconvenience) incurred by the Building Owner as the result of a claim of warranty or ESAPCO's actions under this Agreement, even if ESAPCO has been put on notice that the Building Owner could sustain such damages. Without limiting the foregoing, ESAPCO shall not be liable for personal injury, or loss of use of this product for any purpose. This disclaimer of damages shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise.

In no event shall ESAPCO be liable to the Building Owner for more than the cost to repair or replace parts. This limitation of liability shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose,

and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise. *The Building Owner is responsible for all installation and labor costs related to the repair or replacement of the defective part or parts.*

TRUSS ARCH LIMITED WARRANTY

(continued)

ESAPCO is not responsible for damages incurred during the assembly of the building *even when the approved instructions and drawings are followed.*

This warranty gives the Building Owner specific legal rights. The state law of the Building Owner may not permit the limitation of warranty and disclaimer of damages set forth above, so some of the limitations and exclusions may not apply.

Only ESAPCO is authorized to modify the warranty set forth herein. No ESAPCO dealer or distributor is authorized to make any changes to the warranty provided by ESAPCO or to make any representations on behalf of ESAPCO. If the Building Owner has any questions concerning warranty issues, he or she should call 1-800-528-0508.

This warranty does not apply to damage or defects resulting from any of the following: a) improper installation or installation that is not in accordance with the drawings or instructions; b) failure to maintain the building according to the Maintenance and Care document; c) improper anchoring; d) failure of the footings or foundation, or improperly designed footings or foundation; e) unapproved modification of the original design; f) misuse or neglect of the product; g) accident; h) damage from falling objects, punctures or tears, exposure to harmful chemicals, fumes or other substances (foreign or natural); i) "Acts of God", including but not limited to hail, flooding, ice, snow, or wind; j) exposure to corrosive elements; k) failure to clean, or using unapproved cleaning methods or materials; l) use of harmful chemicals or solvents for cleaning; m) normal wear and tear; n) unauthorized repair or modification; o) use of or integration with products or systems not manufactured or approved by ESAPCO; p) exposure to conditions that exceed the wind and snow load specifications; q) improper storage of the building components before and during assembly; r) product upgrade or product recall; s) storage or handling of the building components; t) corrosion caused by any source or use other than a defect affecting an item's corrosion protection; u) the building, roof covers, end panels, or roll-up panels are no longer in the possession of the original Building Owner. This warranty does not apply to foundations.

By registering for and receiving the Certificate of Warranty, the Building Owner enters into this transaction voluntarily and is aware of and agrees with all the terms and conditions set forth in this warranty.

TRUSS ARCH LIMITED WARRANTY

A. Limited Warranty: Explanation of Truss Arch Limited Warranty Coverage

Engineering Services & Products Company (herein referred to as ESAPCO) warrants to the Original Building Owner (herein referred to as the Building Owner) that—under normal use, proper installation, maintenance, and those conditions identified in this warranty—new main building frame and end frame components manufactured by ESAPCO and as described in this document are free from manufacturing and material defects. Main building frame covers and end frame panels are also warranted to the Building Owner as described below. *This warranty runs on a straight-line amortization. All repair or replacement costs are pro-rated per year beginning on the day of shipment for the period identified below:*

- **Main Building Frame (50-Year):** Trusses, purlins, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **End Frame (5-Year):** Vertical columns, horizontal braces and frame members, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **Main Building Frame Cover (20-Year) for Non-Flame Retardant Material; (15-Year) for Flame Retardant Material and Vinyl):** Consists of panels for the main building frame only. Does not include any components used to secure cover panel(s) to the main building frame. *Main Building Frame Cover warranty does not include roll-up panels separate from the main cover and that can be removed independent of the main cover, or any portion of the main cover that may roll up.*
- **End Frame Panels (5-Year):** Consists of the panel(s) used to cover an end frame that was designed, manufactured, and approved by ESAPCO only. *Zippered end panels and those covering an end frame not manufactured and approved by ESAPCO are not warranted.* Excludes all components used to secure the end panel(s) to the end frame.
- **Fabric Doors (1-Year):** Applies to the door membrane only. Excludes all door hardware, conduit, and related components used to secure or raise and lower the door.
- **Small Components (1-Year):** Includes cable, clamps, cable thimbles, turnbuckles, winches, ratchets, fasteners, strapping, PVC conduit, and other small parts.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THERE IS NO GUARANTEE OF SNOW LOAD OR WIND LOAD UNLESS THE BUILDING OWNER HAS RECEIVED *STAMPED ENGINEERED DRAWINGS WITH THE BUILDING*. IF STAMPED ENGINEERED DRAWINGS ARE NOT RECEIVED WITH THE BUILDING, ESAPCO DOES NOT WARRANT THAT THE FRAME WILL COMPLY WITH LOCAL OR STATE BUILDING CODES IN THE LOCATION WHERE THE BUILDING IS ERECTED. THIS WARRANTY IS INTENDED BY BOTH PARTIES TO BE THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT.

B. Registration and Requirements

This limited warranty agreement is valid only when *all* of the following conditions are met:

- Building has been erected according to the instructions and drawings;
- Contractors assembling the building are qualified and experienced in erecting structures similar in design and size;
- Completed Limited Warranty registration card and required photos have been returned and received *within 60 days of the building installation*;
- All required photos have been *approved* by ESAPCO.

When the above conditions are satisfied, a Certificate of Warranty will be made available. If a review of the submitted photos reveals incorrect component installation or other deficiencies, a Certificate of Warranty may be withheld until the deficiencies are corrected and additional photos have been submitted for review. Once the photos are approved by ESAPCO, a Certificate of Warranty will be made available. *The Certificate of Warranty applies to the original building owner and is non-transferable.*

TRUSS ARCH LIMITED WARRANTY

(continued)

C. Building Owner's Sole and Exclusive Remedy

In the event that there is a claim of the warranty as set forth in Section A, ESAPCO will, at its sole option, repair the defect or replace the defective part with a new, used, or rebuilt component. If it is determined by ESAPCO that a repair or replacement of the defective part is required, ESAPCO will have sufficient and reasonable time to do so.

The Building Owner *is responsible for these costs* to resolve the defect:

- Costs to return the defective part for repair or replacement;
- Cost of the repair if an on-site repair is deemed necessary by ESAPCO;
- Cost of the replacement part *pro-rated per year* following the warranty starting date as recorded on the Certificate of Warranty;
- Cost to deliver the replacement part;
- Cost to install the replacement part.

If ESAPCO concludes that a part requires replacement or repair under this warranty, the repaired or replaced part will be subsequently warranted *only for the unexpired warranty period of the original part*. When an original part is no longer available due to changes in design and/or materials, ESAPCO reserves the right to replace components with those that are comparable in quality, design, and function. In cases where main cover panels, end frame panels, or roll-up panels are repaired or replaced, ESAPCO will not be liable if the repaired or replaced membrane varies in appearance from the original or is manufactured from different materials comparable in quality and function.

D. Securing Warranty Service

To submit a warranty claim, the Building Owner must complete *each of the following*:

- Send all warranty claims to the ESAPCO contact information printed on the Certificate of Warranty;
- All warranty claims must be *received in writing by ESAPCO within the warranty period*;
- All warranty claims must include supporting photographs that clearly identify the alleged defect.

In the event of a warranty claim, ESAPCO reserves the right to request the alleged defective part prior to resolving the issue. In such cases, the Building Owner must return the part postage (or shipping) paid. Package must include the return authorization code provided by ESAPCO. Any new, repaired, or replacement components will be shipped from ESAPCO to the Building Owner. *Building Owner is responsible for all freight charges.*

E. Limits of Liability

In no event will ESAPCO be liable to the Building Owner for any direct, indirect, incidental, punitive, special or consequential damages (including, but not limited to loss of profit, loss of time, or inconvenience) incurred by the Building Owner as the result of a claim of warranty or ESAPCO's actions under this Agreement, even if ESAPCO has been put on notice that the Building Owner could sustain such damages. Without limiting the foregoing, ESAPCO shall not be liable for personal injury, or loss of use of this product for any purpose. This disclaimer of damages shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise.

In no event shall ESAPCO be liable to the Building Owner for more than the cost to repair or replace parts. This limitation of liability shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise. *The Building Owner is responsible for all installation and labor costs related to the repair or replacement of the defective part or parts.*

TRUSS ARCH LIMITED WARRANTY

(continued)

ESAPCO is not responsible for damages incurred during the assembly of the building *even when the approved instructions and drawings are followed.*

This warranty gives the Building Owner specific legal rights. The state law of the Building Owner may not permit the limitation of warranty and disclaimer of damages set forth above, so some of the limitations and exclusions may not apply.

Only ESAPCO is authorized to modify the warranty set forth herein. No ESAPCO dealer or distributor is authorized to make any changes to the warranty provided by ESAPCO or to make any representations on behalf of ESAPCO. If the Building Owner has any questions concerning warranty issues, he or she should call 1-800-528-0508.

This warranty does not apply to damage or defects resulting from any of the following: a) improper installation or installation that is not in accordance with the drawings or instructions; b) failure to maintain the building according to the Maintenance and Care document; c) improper anchoring; d) failure of the footings or foundation, or improperly designed footings or foundation; e) unapproved modification of the original design; f) misuse or neglect of the product; g) accident; h) damage from falling objects, punctures or tears, exposure to harmful chemicals, fumes or other substances (foreign or natural); i) "Acts of God", including but not limited to hail, flooding, ice, snow, or wind; j) exposure to corrosive elements; k) failure to clean, or using unapproved cleaning methods or materials; l) use of harmful chemicals or solvents for cleaning; m) normal wear and tear; n) unauthorized repair or modification; o) use of or integration with products or systems not manufactured or approved by ESAPCO; p) exposure to conditions that exceed the wind and snow load specifications; q) improper storage of the building components before and during assembly; r) product upgrade or product recall; s) storage or handling of the building components; t) corrosion caused by any source or use other than a defect affecting an item's corrosion protection; u) the building, roof covers, end panels, or roll-up panels are no longer in the possession of the original Building Owner. This warranty does not apply to foundations.

By registering for and receiving the Certificate of Warranty, the Building Owner enters into this transaction voluntarily and is aware of and agrees with all the terms and conditions set forth in this warranty.

TRUSS ARCH LIMITED WARRANTY

A. Limited Warranty: Explanation of Truss Arch Limited Warranty Coverage

Engineering Services & Products Company (herein referred to as ESAPCO) warrants to the Original Building Owner (herein referred to as the Building Owner) that—under normal use, proper installation, maintenance, and those conditions identified in this warranty—new main building frame and end frame components manufactured by ESAPCO and as described in this document are free from manufacturing and material defects. Main building frame covers and end frame panels are also warranted to the Building Owner as described below. *This warranty runs on a straight-line amortization. All repair or replacement costs are pro-rated per year beginning on the day of shipment for the period identified below:*

- **Main Building Frame (50-Year):** Trusses, purlins, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **End Frame (5-Year):** Vertical columns, horizontal braces and frame members, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts.
- **Metal Roof and Sidewall Cladding:** Metal sheets used to cover roof and/or sidewalls are warranted under the original equipment manufacture's (OEM) warranty. These are *not warranted* by Engineering Services & Products Company (ESAPCO). Consult the OEM warranty for details and restrictions.
- **Main Building Frame Cover (20-Year for Non-Flame Retardant Material; 15-Year for Flame Retardant Material and 10-Year for Vinyl):** Consists of panels for the main building frame only. Does not include any components used to secure cover panel(s) to the main building frame. *Main Building Frame Cover warranty does not include roll-up panels separate from the main cover and that can be removed independent of the main cover, or any portion of the main cover that may roll up.*
- **End Frame Panels (5-Year):** Consists of the panel(s) used to cover an end frame that was designed, manufactured, and approved by ESAPCO only. *Zippered end panels and those covering an end frame not manufactured and approved by ESAPCO are not warranted.* Excludes all components used to secure the end panel(s) to the end frame.
- **Fabric Doors (1-Year):** Applies to the door membrane only. Excludes all door hardware, conduit, and related components used to secure or raise and lower the door.
- **Small Components (1-Year):** Includes cable, clamps, cable thimbles, turnbuckles, winches, ratchets, fasteners, strapping, PVC conduit, and other small parts.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THERE IS NO GUARANTEE OF SNOW LOAD OR WIND LOAD UNLESS THE BUILDING OWNER HAS RECEIVED *STAMPED ENGINEERED DRAWINGS WITH THE BUILDING*. IF STAMPED ENGINEERED DRAWINGS ARE NOT RECEIVED WITH THE BUILDING, ESAPCO DOES NOT WARRANT THAT THE FRAME WILL COMPLY WITH LOCAL OR STATE BUILDING CODES IN THE LOCATION WHERE THE BUILDING IS ERECTED. THIS WARRANTY IS INTENDED BY BOTH PARTIES TO BE THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT.

B. Registration and Requirements

This limited warranty agreement is valid only when *all* of the following conditions are met:

- Building has been erected according to the instructions and drawings;
- Contractors assembling the building are qualified and experienced in erecting structures similar in design and size;
- Completed Limited Warranty registration card and required photos have been returned and received *within 60 days of the building installation*;
- All required photos have been *approved* by ESAPCO.
- Delivery Certificate has been signed and returned within **21 days** of receipt of merchandise.

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(continued)

When the above conditions are satisfied, a Certificate of Warranty will be made available. If a review of the submitted photos reveals incorrect component installation or other deficiencies, a Certificate of Warranty may be withheld until the deficiencies are corrected and additional photos have been submitted for review. Once the photos are approved by ESAPCO, a Certificate of Warranty will be made available. *The Certificate of Warranty applies to the original building owner and is non-transferable.*

C. Building Owner's Sole and Exclusive Remedy

In the event that there is a claim of the warranty as set forth in Section A, ESAPCO will, at its sole option, repair the defect or replace the defective part with a new, used, or rebuilt component. If it is determined by ESAPCO that a repair or replacement of the defective part is required, ESAPCO will have sufficient and reasonable time to do so.

The Building Owner *is responsible for these costs* to resolve the defect:

- Costs to return the defective part for repair or replacement;
- Cost of the repair if an on-site repair is deemed necessary by ESAPCO;
- Cost of the replacement part *pro-rated per year* following the warranty starting date as recorded on the Certificate of Warranty;
- Cost to deliver the replacement part;
- Cost to install the replacement part.

If ESAPCO concludes that a part requires replacement or repair under this warranty, the repaired or replaced part will be subsequently warranted *only for the unexpired warranty period of the original part*. When an original part is no longer available due to changes in design and/or materials, ESAPCO reserves the right to replace components with those that are comparable in quality, design, and function. In cases where main cover panels, end frame panels, or roll-up panels are repaired or replaced, ESAPCO will not be liable if the repaired or replaced membrane varies in appearance from the original or is manufactured from different materials comparable in quality and function.

D. Securing Warranty Service

To submit a warranty claim, the Building Owner must complete *each of the following*:

- Send all warranty claims to the ESAPCO contact information printed on the Certificate of Warranty;
- All warranty claims must be *received in writing by ESAPCO within the warranty period*;
- All warranty claims must include supporting photographs that clearly identify the alleged defect.

In the event of a warranty claim, ESAPCO reserves the right to request the alleged defective part prior to resolving the issue. In such cases, the Building Owner must return the part postage (or shipping) paid. Package must include the return authorization code provided by ESAPCO. Any new, repaired, or replacement components will be shipped from ESAPCO to the Building Owner. *Building Owner is responsible for all freight charges.*

E. Limits of Liability

In no event will ESAPCO be liable to the Building Owner for any direct, indirect, incidental, punitive, special or consequential damages (including, but not limited to loss of profit, loss of time, or inconvenience) incurred by the Building Owner as the result of a claim of warranty or ESAPCO's actions under this Agreement, even if ESAPCO has been put on notice that the Building Owner could sustain such damages. Without limiting the foregoing, ESAPCO shall not be liable for personal injury, or loss of use of this product for any purpose. This disclaimer of damages shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise.

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(continued)

In no event shall ESAPCO be liable to the Building Owner for more than the cost to repair or replace parts. This limitation of liability shall apply even in the event that the Building Owner's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of the Building Owner's claim, be it in contract, warranty, tort, product liability, or otherwise. *The Building Owner is responsible for all installation and labor costs related to the repair or replacement of the defective part or parts.*

ESAPCO is not responsible for damages incurred during the assembly of the building *even when the approved instructions and drawings are followed.*

This warranty gives the Building Owner specific legal rights. The state law of the Building Owner may not permit the limitation of warranty and disclaimer of damages set forth above, so some of the limitations and exclusions may not apply.

Only ESAPCO is authorized to modify the warranty set forth herein. No ESAPCO dealer or distributor is authorized to make any changes to the warranty provided by ESAPCO or to make any representations on behalf of ESAPCO. If the Building Owner has any questions concerning warranty issues, he or she should call 1-800-528-0508.

This warranty does not apply to damage or defects resulting from any of the following: a) improper installation or installation that is not in accordance with the drawings or instructions; b) failure to maintain the building according to the Maintenance and Care document; c) improper anchoring; d) failure of the footings or foundation, or improperly designed footings or foundation; e) unapproved modification of the original design; f) misuse or neglect of the product; g) accident; h) damage from falling objects, punctures or tears, exposure to harmful chemicals, fumes or other substances (foreign or natural); i) "Acts of God", including but not limited to hail, flooding, ice, snow, or wind; j) exposure to corrosive elements; k) failure to clean, or using unapproved cleaning methods or materials; l) use of harmful chemicals or solvents for cleaning; m) normal wear and tear; n) unauthorized repair or modification; o) use of or integration with products or systems not manufactured or approved by ESAPCO; p) exposure to conditions that exceed the wind and snow load specifications; q) improper storage of the building components before and during assembly; r) product upgrade or product recall; s) storage or handling of the building components; t) corrosion caused by any source or use other than a defect affecting an item's corrosion protection; u) the building, roof covers, end panels, or roll-up panels are no longer in the possession of the original Building Owner. This warranty does not apply to foundations.

By registering for and receiving the Certificate of Warranty, the Building Owner enters into this transaction voluntarily and is aware of and agrees with all the terms and conditions set forth in this warranty.