

Span-Tech Buildings Warranty

A. Limited Warranty: Explanation of Span-Tech Buildings Limited Warranty Coverage

- **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.
- **Single Truss Frame and Cover (5-Year)** Trusses, purlins, and manufactured brackets; does not include cable, cable assemblies, clamps, winches, ratchets, strapping, fasteners, PVC conduit, and other small parts. 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 Span-Tech only. 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.

Span-Tech Buildings (herein referred to as Span-Tech) 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 Span-Tech 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 logarithmic proration. All repair or replacement costs are prorated based on the logarithmic function, taking into account the elapsed time since the day of shipment. The proration period for each component identified below starts from the day of shipment:

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, SPAN-TECH 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 has been returned and received within 60 days of the building installation.

When the above conditions are satisfied, 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, Span-Tech 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 Span-Tech that a repair or replacement of the defective part is required, Span-Tech 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 Span-Tech;
- Cost of the replacement part prorated based on the logarithmic proration, taking into account the elapsed time since the warranty starting date as recorded on the Certificate of Warranty;
- Cost to deliver the replacement part;
- Cost to install the replacement part.

If Span-Tech 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, Span-Tech 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, Span-Tech 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 Span-Tech contact information printed on the Certificate of Warranty;
- All warranty claims must be received in writing by Span-Tech within the warranty period.

In the event of a warranty claim, Span-Tech 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. The package must include the return authorization code provided by Span-Tech. Any new, repaired, or replacement components will be shipped from Span-Tech to the Building Owner. The Building Owner is responsible for all freight charges.

E. Limits of Liability

In no event will Span-Tech 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 a result of a claim of warranty or Span-Tech's actions under this Agreement, even if Span-Tech has been put on notice that the Building Owner could sustain such damages. Without limiting the foregoing, Span-Tech 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.

F. Exclusions from Warranty Coverage

This warranty does not apply to damages or defects resulting from any of the following:

- Improper installation or installation that is not in accordance with the instructions or drawings provided by Span-Tech;

- Failure to maintain the building according to the specified Maintenance and Care document;

- Improper anchoring;

- Failure of the footings or foundation, or improperly designed footings or foundation;

- Unapproved modification of the original design;

- Misuse or neglect of the building

- There is no warranty for buildings that have been disassembled and moved from their original locations.
- Exposure to corrosive materials

The warranty does not cover damage caused by natural and environmental conditions (e.g. acts of god); puncture or tear damage to the tarpaulin components caused by penetration of mechanical or other foreign objects.

IN ACCEPTING THIS WARRANTY, DEALER AND END USER ACKNOWLEDGE THAT THEY ARE IN RECEIPT OF "PROCEDURE FOR CHECKING THE TIGHTNESS OF MAIN FABRIC CANVAS ON SPAN-TECH BUILDINGS" & "PROCEDURE FOR CHECKING CABLING IN YOUR SPAN-TECH BUILDING".

PROCEDURE FOR CHECKING TIGHTNESS OF MAIN FABRIC COVER

The tightness of the main fabric cover should be checked twice the first year and at least once a year thereafter. Pick a moderately warm day with a good stiff breeze (15 to 30 M.P.H.). The temperature range should be between 60°F to 80°F. Walk the perimeter of the building. Check to see if any of the 2" webbing is loose. Tighten only the ones that are completely loose to 50-60 ft-lbs.

Next, with all doors and other enclosures open, walk through the building to see if the cover is lifting off the trusses. If the cover is lifting off the trusses, tighten each winch no more than 3 clicks. Wait about a week and check your cover again. Follow the same procedure until the cover no longer lifts off the trusses in the conditions noted above.

PROCEDURE FOR CHECKING CABLING

Cables should be taut at all times. Tighten cables at turnbuckles. If the turnbuckles have no more threads for tightening, then the cables need to be adjusted. This is done by loosening the turnbuckle as far as it will extend, loosening the cable clamps, and then taking up the cable slack. Re-tighten cable clamps and tighten turnbuckles to taut.