

## Limited Warranty

WINKLER STRUCTURES hereby warrants our structures to be free of defects in material and workmanship for the warranty period stated below. Warranty shall be effective only if and when Winkler Structures is notified of the defect during the warranty period.

Any defects which are reported to Winkler Structures, which apply to the warranty, are subject to Winkler Structures' assessment to repair or replace within a reasonable time period. Any components supplied under this warranty may be new, used, or rebuilt at the option of Winkler Structures. Winkler Structures does not cover the cost of removal, installation, freight charges, insurance or duty that are incurred under this warranty. These costs are the responsibility of the customer.

This warranty contains the sole expressed warranty of Winkler Structures. This warranty is made in lieu of any implied or expressed warranties of merchantability for a particular purpose.

Warranty is transferable and should be reported to Winkler Structures.

## Warranty Periods

### Steel Parts

1. 5 year warranty on steel parts in main structure and end walls against manufacturing defects in material and workmanship.
  - a. Applies to all Winkler Structure's Product Lines
2. Additional 10 year pro-rated warranty after the initial 5 year warranty has expired against manufacturing defects in material and workmanship.
  - a. Applicable to the following building lines;
    - i. Paramount (PAR), Paramount Low Profile (PLP), Paramount High Profile (PHP)
    - ii. Governor (GOV), Governor Low Profile (PLP)
    - iii. Quick Build Dome (FS), Quick Build Dome (WM), Quick Build Dome (K)
    - iv. Truss Freestanding Quonset (TFSQ), Truss Barn Quonset (TBQ), Truss Freestanding Gable (TFSG), Truss Barn Gable (TBG), Spartan (SPR)
  - b. Not Applicable to the following building lines;
    - i. Quick Build Utility
    - ii. Gable Garage
    - iii. Quonset Garage (discontinued)

### Cover Material

1. 12oz and 10.5oz main cover material: 15 year pro-rated warranty (including fire retardant material).
  - a. Not Applicable to the following building lines;
    - i. Quick Build Utility
    - ii. Gable Garage
    - iii. Quonset Garage (discontinued)
2. 12oz and 10.5oz main cover material on Quick Build Utility, Gable Garage, and Quonset Garage: 5 Year pro-rated warranty
3. 6oz and 7.5oz main cover material: 3 year pro-rated warranty.
4. 2 year pro-rated warranty applies to ¼ panels, lace-on end walls, and Fabric doors.
5. Complete high-tension end wall kits: 7 year pro-rated warranty on cover material.
6. Cover discoloration (Some color fading should be expected): 3 year pro-rated warranty.
7. Dirt Algae / Mold: 3 year pro-rated warranty.

### Notes:

1. Retail replacement cover material receives full warranty.
2. Warranted tarps retain original warranty date.

### Definitions

1. Pro-rated warranty: If cover tarp needs replacement or repair, the customer/purchaser will be held responsible for the cost at 1/15 or 6.66% of the current list price per year, plus the cost of shipping and installation.
2. Manufacturing defects: Weld defects to be measured against Welding Procedure Data Sheets.
3. Transferable: If customer sells their property with building, the warranty could be transferable to new owner of property.

## Warranty Shall Not Apply to the Following

1. Any damage occurring due to improper assembly.
2. Damage to our product or due to the failure of our product because of the lack of general maintenance. The customer is responsible for the general maintenance, and includes:
  - a. Ensuring proper cover tension and cable tension inspected two months after building installation, and annually thereafter.
  - b. Removing excess snow.
  - c. For corrosive environment including (but not limited to) fertilizer, high humidity and cattle confinements:
    - i. The frame should be cleaned bi-annually by removing any salt or fertilizer dust off of the frame components.
    - ii. Check the building regularly and remove any corrosive material in direct contact with the frame and ensure building has proper ventilation at all times.
  - d. Note: In the event of a warranty claim, proper general maintenance will need to be verified by an authorized dealer.
3. Neglect, misuse or abuse of the product.
4. Repairs or alterations completed without written factory authorization.
5. Damage or losses caused by natural or environmental conditions.
6. Damage or losses occurred during transport.
7. Damage or losses occurred during or as a result of foundation design or installation of Winkler Structures products.
8. Damage due to hanging apparatuses off of the inside of a building, without written factory authorization.
9. Physical relocation of structure after initial installation.
10. Payment to the sales representative is not made in full within terms stated on contract.
11. Replacement covers on non-Winkler structures.

This warranty shall not apply to any other products not manufactured by Winkler Structures. No one is authorized to change or add to this warranty. In no event is Winkler Structures or an authorized dealer of Winkler Structures liable for any direct, indirect special, incidental or consequential damages. This includes loss of profits, loss of time, inconvenience, or the use or inability to use this product for any purposes whatsoever. The customer expressly releases and discharges Winkler Structures or any authorized dealer from all claims, demands, actions, suits, judgments, and executions for any actual, incidental or consequential damages. This includes damages that the customer ever had, has now or may have created by erecting, assembly, use and operation of any Winkler Structures products.

### Customer Copy

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