

## MERIDIAN MANUFACTURING INC.

# Extended Materials and Workmanship Warranty

Meridian Manufacturing Inc. (hereinafter referred to as the Manufacturer) hereby warrants the bin(s) warranty to start from the date of shipment and to include:

- One (1) year defect in material or workmanship under normal use and service.
- Five (5) years for coating claims. (Applies to ag and seed bins only)
- Ten (10) years on structural integrity claims.

Commercial and liquid bin warranty:

- One (1) year all inclusive warranty on all claims.

### THIS WARRANTY IS SUBJECT TO THE FOLLOWING LIMITATIONS, PROVISIONS AND CONDITIONS:

1. This warranty does not apply:
  - a) to any product sold by the Manufacturer where it is used in areas exposed to corrosive or aggressive conditions including salt water, acids, alkaloid, ash, cement dust, animal waste or other corrosive chemicals from either inside or outside the bin.
  - b) for failures or defects arising out of damage during shipment or during storage on site.
  - c) to materials replaced or repaired under this warranty except to the extent of the remainder of the applicable warranty.
  - d) to damage resulting from misuse, negligence, accident or improper site preparation by others.
  - e) if the product has been altered or modified by others.
  - f) if in the case of coating failures the failure is the result of damage, lack of proper maintenance or failure to remove road salt or other contaminants that may have come in contact with the bin surface.
  - g) if the product has not been erected and installed strictly in accordance with the Manufacturer's manuals and instructions.
2. The obligation of the Manufacturer under this warranty shall not arise unless the Manufacturer is notified and this warranty is presented together with a written statement specifying the claim or defect within thirty (30) days after the failure is first detected or made known to the owner and within five (5) years for coating claims and ten (10) years for structural claims, from the shipment date. The Manufacturer in its sole discretion shall determine if the claim is valid and whether correction of the defect or failure shall be made by repair or replacement of the materials.
3. The obligation of the Manufacturer hereunder extends only to the original owner and to the Meridian dealer to whom the materials may have been initially sold. This warranty shall not be subject to any assignment or transfer without the written consent of the Manufacturer.
4. The customer shall acknowledge that it has made its own independent decision to approve the use of the supplied materials and also the specific fabrication and construction procedures utilized to complete the bin, and has satisfied itself as to the suitability of these products for this particular application.
5. The foregoing sets forth the only warranties applicable to said materials and said warranties are given expressly and in lieu of all other warranties, expressed or implied, statutory or otherwise, of merchantability or fitness for a particular purpose and all warranties which exceed or differ from said warranties herein are disclaimed by the Manufacturer.
6. The owner's sole and exclusive remedy against the Manufacturer shall be limited to the applicable warranty set forth herein and the endorsements, if any, issued together with this document and no other remedy (including but not limited to the recovery of assembly or disassembly costs, shipping costs, direct, incidental, special, indirect or consequential damages for lost profits, lost sales, injury to person or property or any other loss, whether arising from breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise) shall be available to the owner or Meridian Dealer or any other person or entitles whether by direct action or for contribution or indemnity or otherwise.
7. The financial obligation of the Manufacturer under this warranty shall be limited to the repair or replacement of the product as originally supplied and in no event shall exceed the original cost of the product supplied.
8. The Manufacturer shall not have any obligation under any warranty herein until all accounts for materials, installation and erection of the said product thereof and for labor and other work performed by the Manufacturer or its dealers have been paid in full by the owner.

### Warranty Claim Procedure

- Should you find any factory defects, please advise your dealer immediately.
- Dealer will supply you as the customer with a warranty claim sheet and or direct you to our customer service rep.
- Warranty claim must be completed with **ALL** the information required in order for the claim to be accepted.
- Once the warranty claim has been received by our company, someone will be in contact with you the customer.
- All warranty claims will be dealt with at the discretion of a Meridian Manufacturing Inc. Representative.