

STEEL STRUCTURE WARRANTY CERTIFICATE

CUSTOMER'S NAME: _____

DELIVERY DATE: _____

TYPE OF STEEL: PRE-GALVANIZED
 HOT-DIP AFTER WELDING

CUSTOMER: _____
(Signature)

DEALER: _____
(Signature)

1. SCOPE OF WARRANTY

The steel structures supplied as MegaDome® and EzDome™ buildings carry a limited, prorated warranty of 10 years for pre-galvanized steel and 15 years for hot dip galvanized steel (performed after welding). This warranty applies to the original purchaser/customer, against any defects related to original specifications (steel type, galvanizing thickness, etc.) as well as manufacturing defects on the main structure components. This warranty is limited to components which are manufactured by Harnois and shall be interpreted within the context of its anticipated life expectancy, when used for its original purpose and maintained as prescribed by the manufacturer. In terms of corrosion resistance, this means the structure shall not display more than 5% of surface rust after 10 years for pre-galvanized steel and 15 years for hot dip galvanized steel (performed after welding).

This warranty is valid only when the following conditions are met:

- The structure has been installed by an authorized MegaDome® builder, according to the supplied instructions;
- The purpose of the structure is the same or similar to the one that was intended at the time of purchase and for which the structure has been engineered;
- Regular maintenance and usage recommendations, as described in the **MegaDome®/EzDome™ Owner's Manual**, have been abided;
- The warranty was properly registered with the manufacturer, according to the procedure described hereafter;
- Harnois has received notice of defect within the period timeframe of this warranty.

If the limited warranty is to be applied, Harnois shall be the only judge of the extent of the defect and the only one to elect whether the structure or component thereof shall be repaired or replaced, in order to meet the anticipated needs in the first place; in all cases, Harnois shall have a reasonable period of time to do so. If Harnois agrees the defect falls under the protection scope of this limited warranty, it will be applied according to the conditions, as stated in Section 4.

For reference purposes, the date of warranty's registration is used as the starting point of the coverage period.

2. TERMS OF THE WARRANTY

In all warranty cases, with the exception of the period where the structure is 100% warranted, freight and installation costs of the replacement/repaired component are at the customer's charge. Once a warranty request is approved by Harnois, the cost of repairs shall be at Harnois' charge, following the specifications of table 4.1, and the repaired structure shall carry the remainder of the original warranty. Each structure is linked to its cover's serial number; this serial number, which can be found on the roof cover, is required for the warranty to apply.

Due to ongoing product development, certain components may no longer be available. In those situations, Harnois reserves the right to substitute replacement components that are comparable in function, quality, and price to the original. Harnois shall not be liable if the replacement component varies in appearance from the original.

3. WARRANTY REGISTRATION

The MegaDome® structures are shipped with a warranty registration package, which includes: a warranty certificate, an Owner's Guide, a memory card, a completion report and instructions relative to the registration itself. Follow the instructions and return a copy of the signed warranty certificates, along with the filled completion report and the memory card, containing the required pictures, to Harnois Industries within 60 days after the installation is complete. A notice of warranty validation will be returned to you once the registration is confirmed. Keep this notice with your warranty.

The notice of validation might not be issued if the structure or its components, including the membrane, has not been installed according to the manufacturer's specifications or if the invoice in relation with the building's purchase and/or installation has not been fully paid. A notice of validation could be issued, once the identified deficiencies have been corrected as verified by new pictures and/or once the invoice has been fully paid. Harnois Industries reserves the right to require any corrective actions deemed necessary, should a non-conformity be detected during a subsequent inspection by our quality control service. In the event the corrective actions are not executed as required, the present warranty could be invalidated, and the customer would immediately be notified of this in writing.

If the MegaDome® structure changes ownership in the course of this warranty, the new owner information must be properly registered with Harnois Industries. Contact the local authorized MegaDome® dealer to obtain a Transfer of Warranty package. A non-refundable Transfer of Warranty administration fee may apply. Building warranty may only be transferred once, from the original building owner to the new owner. The new owner may not transfer the warranty to any subsequent purchasers.

4. WARRANTY SCHEDULE

MegaDome® and EzDome™ structures carry a prorated warranty on the main steel framework of 10 years for pregalvanized steel and 15 years for the hot dip galvanized steel (treatment done after welding). Should the warranty apply, Harnois the part assumed by Harnois shall be equal to the percentages stated below.

TABLE 4.1 – PRORATED WARRANTY SCHEDULE / PART ASSUMED BY HARNOIS		
Repair / Replacement occurring during	1 – 10	1 – 15
1 st year	100%	100%
2 nd year	90%	93%
3 rd year	80%	87%
4 th year	70%	80%
5 th year	60%	73%
6 th year	50%	67%
7 th year	40%	60%
8 th year	30%	53%
9 th year	20%	47%
10 th year	10%	40%
11 th year	--	33%
12 th year	--	27%
13 th year	--	20%
14 th year	--	13%
15 th year	--	6%

5. LIMITS OF WARRANTY

The above warranty excludes any and all other legal or conventional warranty, whether it be verbal or written, as expressed by any other person or entity, including the sales representative, the dealer, the manufacturing agent, the contractor or other. The present convention shall be interpreted according to the Laws of Quebec province. All litigation that should arise between parties will be heard in a court of the Joliette (Quebec) judicial district.

Harnois cannot be liable, contractually or by tort (including negligence) for loss of revenues and profits, for loss of equipment or facility usage, loss of capital, inconvenience, or any other loss or damage, direct or indirect, incidental or consequential, relative to the nature or the manner of the warranted structure, including its design, its use, the delivery delays, product recalls and upgrades; it is also recognized and granted that the only remedies that can be brought to a defective structure are the repair, the correction or the replacement, all subject to the above mentioned conditions hereinto.

Harnois does not assume responsibility for damage incurred during or as a result of installation of the structure, whether or not done in accordance with installation instructions. Whatever the cause or circumstances, Harnois shall not be held responsible for damage incurred during the use or installation of a Harnois building, including but not withstanding to loss of productivity, inconvenience or any other damage, even if Harnois Industries, its distributor or selling agent was advised of the possibility of occurrence of such damage.

The structure is not rust-proof and this warranty will only apply if red rust is present on more than 5% of the exposed metal surface at the end of its term. The warranty does not cover rusting, whatever the percentage of surface it covers, if the building has been exposed to corrosive agents that were not declared at the time of purchase and for which measures have not been taken to manage and prevent contact between the structure and the said agents. Also excluded from this warranty are all applications where a high humidity environment is combined with storage or protection of material from which corrosive emanations can escape, resulting in a highly corrosive environment. Such applications can include, but are not limited to: tailing ponds, settling basins, composting (in the active decomposing phase), etc, in which case the manufacturer grants a one-year warranty. In all cases, the warranty will apply only if the structure has been maintained according to the Owner's Guide and usage recommendations have been abided at all times.

6. WARRANTY EXCLUSIONS

This warranty does not apply when damages or defects are caused by the following circumstances:

- 01) Improper installation and/or not done in accordance with Harnois instructions
- 02) Improper maintenance or not done in accordance with the recommendations of the owner's manual
- 03) Modifications done to the building without Harnois' expressed consent
- 04) Misuse, neglect, abuse and damages caused by equipment or persons, including damages caused by not abiding to recommendations regarding bulk material storage
- 05) Accidents (whether mechanical or climatic)
- 06) Unauthorized repairs or modifications
- 07) Integration of product that are incompatible with the structure
- 08) Exposure to corrosive or chemical products or gases, undeclared at the time of purchase or falling into the highly corrosive environment category
- 09) Exposure to physical forces that exceed, or do not meet, as the case may be, the structural capacities specific to the building
- 10) Foundation designs other than those approved by Harnois
- 11) Deficiencies related to foundations
- 12) "Acts of God"
- 13) Use and wear resulting from multiple installations
- 14) Use of abrasive cleaning methods
- 15) Improper prolonged storage and/or inadequate maintenance of components

Initials	Initials
Customer	Reseller

Please initialize each copy