



## ALLSHELTER Warranty

1. These terms and conditions (**Warranty**) apply to all shelter products (**Product(s)**) sold or provided by Allshelter LLC, an Illinois Limited Liability Company whose principal office is located at 1005 N. Commons Drive, Aurora IL 60504 (**Company**) to any first end purchaser (**Customer**).
2. This Warranty is a voluntary warranty given by the Company, and the benefits to the Customer given by the Warranty are in addition to other rights and remedies that the Customer may have under the law in relation to the Products.
3. This Warranty applies only if the Product is used properly and is operated in accordance with the Company's instruction and manual guides, as furnished to the Customer at the time of purchase and which can be updated from time to time to include improvements to the Product.
4. The Products do not include (and this Warranty does not apply to):
  - (a) products such as finished structures, accessories or components that are manufactured by third parties and distributed or supplied by the Company. A third-party warranty may apply to such non-Company products;
  - (b) products that have been sold or disposed of by the first end purchaser. This Warranty applies only to the original purchaser from the Company;
  - (c) products that have been decommissioned and/or reinstalled by a third party other than the Company or without the Company's approval; or
  - (d) hardtop Products installed within a distance of 1000 meters of the ocean.
5. Products presented for repair may be replaced by refurbished Products of the same type rather than being repaired. Refurbished parts may be used to repair the Products.
6. Should a Product be found to have manufacturing defects solely caused by defective design, workmanship and/or materials, the Company will repair that defect or replace the Product or relevant component at its sole option, subject to the terms of this Warranty. Such repair or replacement shall be the Company's sole obligation and the Customer's exclusive remedy hereunder and shall be conditioned upon the Customer's fulfilling its obligations under the Company's Warranty claim procedures as outlined in clauses 18, 19 and 20 below.
7. The Warranty applies for the following periods from the date of original purchase of a Product from the Company:
  - (a) five (5) years for Products designated by the Company as towable shelters; or
  - (b) ten (10) years for all other Products.
8. The Company will bear the cost of repair or replacement (as determined by the Company in its sole discretion) of a Product under the Warranty, excluding any freight, delivery charges, taxes, levies, installation or third-party charges or other costs, adjusted as described in clause 9.
9. The costs that the Company will bear under the Warranty (**Warranty Cover**) will reduce by a percentage amount at the end of each year (being an anniversary of the date of purchase), as follows:
  - (a) for Products referred to in clause 7(a), the Warranty Cover will reduce by twenty percent (20%) at the end of each year; or
  - (b) for all other Products:
    - i. for the first six (6) years, the Warranty Cover will reduce by fifteen percent (15%) at the end of each year (thus for the first year, the Warranty Cover will extend to one hundred percent (100%) of the repair or replacement cost of the Products; for the second year, the Warranty Cover is eighty-five percent (85%); for the third year, the Warranty Cover is seventy percent (70%); for the fourth year, the Warranty Cover is fifty-five percent (55%); for the fifth year the Warranty Cover is forty percent (40%); for the sixth year, the Warranty Cover is twenty-five percent (25%); and
    - ii. for the next four (4) years, the Warranty Cover will reduce by five percent (5%) at the end of each year (thus for the seventh year, the Warranty Cover is twenty percent (20%); repeated for each year until, for the tenth year, the Warranty Cover is five percent (5%).

10. After the applicable periods specified in clause 7 expires, the Company is not liable under this Warranty to pay any costs relating in any way whatsoever to damage, repair or replacement of the Products.
11. This Warranty does not apply to defects or damage caused by or resulting from:
  - (a) improper use or installation, or use or installation not in accordance with the Company's instructions;
  - (b) improper or inadequate maintenance;
  - (c) unauthorized modification or alteration of the Products;
  - (d) repair without the approval of the Company;
  - (e) neglect, misuse or abuse of the Products;
  - (f) exposure to corrosive elements or incompatible products or substances;
  - (g) wear and tear caused by multiple installations and dismantling;
  - (h) incorrect storage or handling;
  - (i) normal wear and tear;
  - (j) scratches, dents, marks or other visible surface wear on the Products;
  - (k) deterioration resulting from age, storage, weathering, lack of use;
  - (l) exposure to wind speeds exceeding the design rating;
  - (m) continued use of the Products after an alleged defect is discovered or should reasonably have been discovered;
  - (n) damage arising from the failure of components supplied by others;
  - (o) damage to the Products caused by the carrier during shipping or by the installer during installation;
  - (p) damage arising from the failure of support components such as posts, walls, existing buildings and shipping containers;
  - (q) damage arising from foundation or anchorage failure;
  - (r) aberrant natural events (such as cyclones, earthquakes, lighting strikes or floods) or other acts of God;;
  - (s) items or goods inside or near the Products;
  - (t) explosions, sabotage, accident, embargoes, riots, civil commotions, terrorist activities, war and acts of war (whether declared or undeclared);
  - (u) vandalism or intentional damage, whether by the Customer or another person,

where the Company will act reasonably in the case of any disagreement regarding these matters but its decision will be final. The Company expressly reserves the right to inspect the Products and their components, parts, and the Customer's installation, use, maintenance, and any other activity or inactivity of the Customer, when determining whether alleged Products defect are covered by the Warranty.
12. The Customer is responsible for and must pay to the Company on request that portion of the cost of the repair or replacement that is additional to the Warranty Cover (as determined under clause 9 above), plus the cost of freight, delivery charges, taxes, levies, installation and any third party charges associated with the supply of such repair or replacement, if required by the Company.
13. The Company is not required to complete any work under this Warranty or comply with any obligations under this Warranty if:
  - (a) the Customer has not satisfied its payment and other obligations under this Warranty (including payment in full of the portion due from the Customer as described in clause 12); or
  - (b) the Customer is in breach of any arrangements with the Company, whether related to the relevant Product, under this Warranty, or under any other agreement.
14. All repaired or replacement Products will be dispatched by the Company to destinations within the United States, Australia, or to an Australian port for other destinations.

15. This Warranty will apply to any Product that is repaired, or any product that is supplied in replacement for a Product, under this Warranty only for the remaining unexpired period of the Warranty that applied to the Product as originally supplied.
16. To the extent permitted by law, and subject to clauses 2,4 and 4 above:
  - (a) all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or imposed by statute, custom or the general law are excluded from this Warranty. THE COMPANY DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF WARRANTY OR CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the Customer has a claim under the Warranty or under any implied warranties provided to the Customer by state law, the Customer may not file a court action based on that claim any later than one (1) year after the Customer's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable;
  - (b) the Company's sole and exclusive liability, whether based in contract, tort, or otherwise, will not exceed its obligations to repair or replace the Product as set out under this Warranty. THE COMPANY SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY THE COMPANY, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO; and
  - (c) in no event will the Company or any of its agents be liable for any direct, indirect, incidental, contingent or consequential damages, including, but not limited to, property or personal injury damages, penalties, special or punitive damages, damages for loss of profits, revenues, business or time, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of the Customer's customers or any third party for any such damages. By taking the benefit of this Warranty, the Customer expressly releases and discharges the Company and its agents from any claim, action, suit, demand or judgment arising from any defect or damage as detailed in this Warranty.
17. Any part of clause 16 that would contravene a statute or cause any part of this Warranty to be void will be excluded from this Warranty.
18. To validate this Warranty, the Customer must comply with the following steps, failing which the Company will have no obligations under this Warranty and may refuse all or any part of a claim under it:
  - (a) the Customer must complete all requested details on the Warranty Form; and
  - (b) the Customer must return the Warranty Form to the Company via mail or email, including ten (10) good-quality detailed photographs of the Products as installed, taken in accordance with the schedule to this Warranty, within thirty (30) calendar days of the Products being installed.
19. The Company will, upon receipt of a Warranty Form, where the Warranty Form is received within thirty (30) calendar days of the Products being installed, determine whether the photographs evidence correct installation of the Products, and if so, confirm the Warranty by returning a validated copy of the Warranty Form to the Customer.
20. It is a condition of this Warranty that, in the event of a claim being made under this Warranty, the Customer must, at the Customer's expense:
  - (a) submit to the Company via mail or email a detailed claim in writing within fourteen (14) calendar days of the Customer becoming aware of the defect or damage;
  - (b) include in the Customer's claim:
    - i. a detailed description of the alleged defect or damage;
    - ii. a detailed description of the cause of the alleged defect or damage;
    - iii. ten (10) good-quality detailed photographs of the Products taken in accordance with the schedule to this Warranty; and



- iv. additional close-up photographs of the alleged defect or damage;
- (c) provide the Company with:
- i. any information relating to the event or circumstances giving rise to the Warranty claim requested by the Company;
  - ii. access to any property on which the Product is situated (including procuring the consent of any third-party property owner necessary for the Company to access the Product);
  - iii. access to the Product and any damaged or defective parts;
- (d) allow the Company to take and remove any damaged or defective Products or parts, to allow for further investigation and testing; and
- (e) cooperate with all reasonable requests by the Company.
21. Notwithstanding the foregoing, in the event that the Company determines, in its sole discretion, that the Customer reasonably should have discovered the alleged defect before its actual discovery, this Warranty shall not apply.
22. This Warranty is governed by the laws of the State of Illinois in the United States, without reference to conflict of laws principles. In the event of a dispute arising from or relating to this Warranty, which is not resolved by negotiation between the Company and the Customer, the Company and the Customer hereby agree to personal exclusive jurisdiction in the state and federal courts located in Illinois.
23. Any description of the Product, whether in writing or made orally by the Company or the Company's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with the Customer's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by the Company or the Company's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by the Company to be such.