

SILOMASTERS

GENERAL WARRANTY CONDITIONS

General warranty conditions of **SiloMaster SLU** (ongoing “**SiloMasters**”), company registered in Avenida Alcalde Gómez Laguna, 25, 9th floor, Office A2, 50 009 Zaragoza, Spain and with VAT number ES-B99536674.

SiloMasters has expertise with respect supply of industrial equipment for use in agricultural and industrial storage of free-flowing goods and is engaged in the business of selling storage equipment.

This is to warrant that all products supplied by **SiloMasters** will be free of defects in material and workmanship under normal usage and normal working conditions for a period of **1 (one) YEAR** (warranty period) after delivery, unless otherwise specifically provided in the **SiloMasters** quotation in writing. Products, equipment or services supplied by **SiloMasters** will only carry back to back warranty conditions and warranty periods provided by the original manufacturer.

In the event products or services supplied by **SiloMasters** or any part thereof prove to be defective by reason of materials or workmanship within the warranty period, **SiloMasters** shall repair, or at its sole option replace, products containing material defects due to materials or workmanship. **SiloMasters** has sole judgement on material defects and workmanship.

SiloMasters supplies silos for free-flowing grain storage under most modern design considerations. The load calculation in the silos follows international norms. If not otherwise stated in specific offers and order conformation these are as follows:

- Grain Loads: **EN 1991-4: 2006**

or

- Grain Loads: **ANSI / ASAE EP433 SEP91**

External factor as Wind-, Snow, Seismic actions, as well as catwalks loads are stated in each offer, order confirmation or contract.

Off-center unloading of silos **is not approved** and will be structurally detrimental to a grain silo. Any off-center discharge openings should be used for the sole purpose of clean-out of the silo after center discharge has been completed to the products angle of repose. The user is responsible to guarantee the proper use of any off-center discharge opening. Any damages occurred due to an off-center unloading shall not be covered by **SiloMasters** structural warranty.

All delivery and shipment charges to and from **SiloMasters** shipping address will be purchaser's responsibility. Expenses incurred by or on behalf of the purchaser without prior written authorization from **SiloMasters** shall be the sole responsibility of the purchaser.

SiloMasters does not warrant, or shall not be liable for losses or damages arising out of circumstances not subject to its control, such as: occurrences during shipment, handling or storage; improper installation, use or maintenance; acts of the owner; design, engineering or installation procedures not approved by **SiloMasters** in writing.

SiloMasters shall not be liable for loss or damage, including without limitation damage to the contents of a structure, loss of use of a product, damage to other property.

SiloMasters shall not be liable for any direct, indirect, incidental or consequential damages, including, without limitation, loss of anticipated profits or benefits.

SiloMasters warranty is subject to periodic inspections and effective program of maintenance. Both of which may help sustain the longevity of the products. **SiloMasters** can offer any additional services in this regard.

Exclusions:

This provision shall not apply if:

- 1 The Buyer fails within **1 (one) week** of discovery of any defect to give **SiloMasters** full written details of:
 - The description of the products or services provided under complaint.
 - The nature of the defect in question and the circumstances in which it occurred.
 - **SiloMasters** invoice number and Buyer's purchase order number (if any).
- 2 Any defects are resulting from wear and tear, accident, improper use, incorrect installation, neglect or lack of appropriate maintenance of the products; or
- 3 Any defects are resulting from products having been adjusted, modified, adapted, or repaired by any other party except by **SiloMasters**; or
- 4 Any problem arising from the suitability of any products for any particular purpose or use under any specific conditions whether or not the purpose or conditions were known to **SiloMasters**.

Galvanization:

SiloMasters warrants that all hot dip galvanized products, as supplied by **SiloMasters** will conform to EN ISO 1461 2010 'Hot dip galvanized coatings on fabricated iron and steel articles' from original black steel.

SiloMasters warrants that all pre-galvanized sheet is in accordance and conforms to EN 10326:2004 'Continuously hot-dip coated strip and sheet of structural steels' and EN 1993-1-1, 'Eurocode 3: Design of steel structures - Part 1-1: General rules and rules for buildings' and will be subject to the standard guarantee provided by the steel suppliers and those covered by the norms.

Technically, the life of the galvanization is regulated by the following European Standards:

EN-ISO-9223: '*Corrosion of metals and alloys - Corrosivity of atmospheres – Classification, determination and estimation*'

EN-ISO-9224: '*Corrosion of metals and alloys - Corrosivity of atmosphere Guiding values for the corrosivity categories*'

EN-ISO-9225: '*Corrosion of metals and alloys - Corrosivity of atmospheres Measurement of environmental parameters affecting corrosivity of atmospheres*'

SiloMasters warrants only that its products are free from defects in materials and workmanship on the date of shipment.

Exclusions:

This warranty does not apply to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

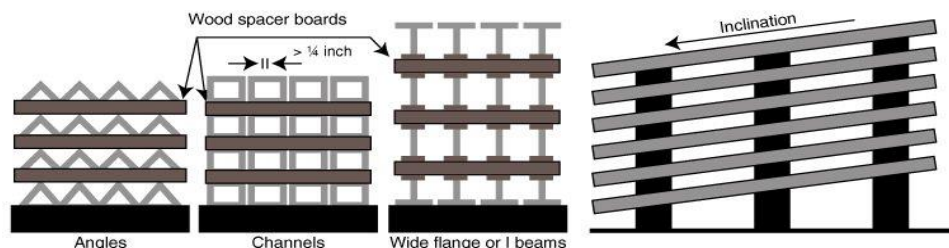
- Areas subject to constant spraying of either salt or fresh water.
- Areas subject to fallout or exposures to corrosive chemicals, ash, fumes, cement dust or animal waste.
- Areas subject to water run-off from lead or copper flashing or areas in metallic contact with lead or copper.
- Conditions or circumstances where corrosive fumes or condensations are generated or released inside of silos.
- The silo roofs and catwalks must be kept clear of all spillages, debris, and animal waste etc and other corroding or hazardous substances. This includes and not limited to all types of steel shavings generated during installation and deposited on the silo and catwalks structure. This might lead to corrosion.
- Mechanical, chemical or other damage sustained during the shipment, storage, erection, or after erection.
- Damage caused by improper scouring or cleaning procedures.
- Presence of corrosive damp or materials in contact with or close proximity to the sheets.
- Deterioration of sheets caused directly or indirectly by overdriving the bolts.
- Flying, blown, or falling objects, explosion, fire, acts of god, or other similar external forces beyond **SiloMasters** reasonable control.
- Improper erection or construction methods

Storage:

Rust damage due to improper storage is not covered by the **SiloMasters** warranty. Properly store grain bin/silo materials prior to construction to prevent wet storage stain:

Where possible, side wall bundles, roof sheets and other closely packed materials (e.g. hopper sheets, hopper silo legs and stiffeners) should be stored in a dry, climate-controlled building. Storage inside a dry building should be done, if at all possible.

Where outdoor storage is unavoidable, materials must be protected from the weather and they should be raised out of contact from the ground or vegetation. Materials must be stored in dry, high ground, under covered area, elevated on wood blocking. Do not cover with plastic or tarpaulins so not to prevent free air circulation. Stacking and spacing materials should not be corrosive or wet.



Source: American Galvanizers Association

Wet storage stain (white rust) will develop when closely packed bundles of galvanized material such as side wall, roof, stiffeners, hopper sheets and hopper silo legs have moisture present from any source.

White rust forms when zinc is in an environment with hydrogen and oxygen. Most frequently, it occurs when a freshly galvanized material is placed into contact with water, or hydrogen dioxide. White rust is especially likely to form on newly galvanized material. This is because the new zinc coating has not yet had the chance to form the stable oxides, and the hydrogen and the oxygen bond with the pure zinc which forms zinc hydroxide.

The storage method of the roof bundles and side wall sheets may also help minimize moisture presence. Roof bundles should be stored inclined. The bundles should be stored and secured in a safe & stable manner. Turning the bundles over and storing with the center of the dome “up” like an arch is an option. Side wall bundles may be stored on edge; however, these bundles should be secured in such a way as they cannot fall over and cause injury.

Roof and side wall bundles should be inspected on arrival for the presence of moisture. If moisture is present, moisture must not be permitted to remain between the sheets and components. In the case of moisture presence, sheets or panels should be separated immediately, wiped down, dried and sprayed with a light oil or diesel fuel.

Regular inspections to stored material are highly recommended. Should “white rust” or “wet storage stain” occur, contact the supplier immediately concerning methods to minimize the adverse effect upon the galvanized coating.

Sealant:

Sealant for silo joints has to be stored under dry conditions BETWEEN+ 5° AND +20 °C. **SiloMasters** does not warrant sealant beyond its use by date, stated in the sealant packaging.

SiloMasters cannot be held liable for sealant, purchased and supplied to the client timely under the contract, that has then been stored for a long period of time beyond its use by date due to delays or postponements of installation of **SiloMasters** materials for matters beyond **SiloMasters** control.

SiloMasters is not liable for any defect caused by improper storage of sealant, by misuse of the sealant, or by incorrect application of the sealant.

Sealant should be applied using manufacturers guidelines and instructions.

Additional clauses:

This warranty shall be subject to the stipulations, limitations and conditions herein after setting forth:

1. **SiloMasters**’ liability for breach of this warranty shall be limited exclusively to repairing defective sheets or at **SiloMasters**’ sole option, of furnishing on FCA or EXW, basis, sufficient replacement sheets for the defective pieces.
2. **SiloMasters** shall not in any event be liable for the cost of labour to replace any defective sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such sheets shall have been defective.
3. Claims must be promptly reported in writing to **SiloMasters** on time as per above clauses, and **SiloMasters** shall be given a reasonable opportunity to inspect the sheets claimed to be defective. Adequate identification of the material involved in the claim, including date of installation, invoice number and date of shipment must be established by the buyer.

4. **SiloMasters** does not warrant any part, product or material to meet local, municipal or state ordinances, codes laws or regulations, if not expressly mentioned in the offer and order confirmation.
5. The buyer shall exercise diligence in inspection of materials as received from **SiloMasters** so as to mitigate repair or replacement.
6. This warranty shall extend only to the named owner, such named owner without the written consent of **SiloMasters** may not make this warranty subject to any assignment or transfer.
7. **SiloMasters** reserves the right to terminate this warranty at any time, (except as to orders already accepted) upon the giving of written notice thereof.
8. Warranty does not cover damage or loss during shipment of the **SiloMasters** material.
9. The obligation of **SiloMasters** under this warranty shall not arise unless **SiloMasters** is notified and the warranty is presented together with a written statement specifying the claim or failure within **1 (one) week after a failure** is first called to the attention of the owner and not later than the expiration of the applicable warranty period.
10. **SiloMasters'** liability for missing parts is **15 (fifteen) days**. Materials and bundles must be checked immediately on arrival to installation site by purchaser along with the packing list provided by **SiloMasters**.

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