



# Product Warranty

## Class IV Structure

Congratulations on your purchase of a ClearSpan™ Shelter or Canopy. To ensure you obtain the best value for this purchase, and that your structure is problem free for years to come, please follow all instructions, directions, drawings, renderings and guidelines. Please be especially aware of safety issues in the construction and care of your ClearSpan™ product.

The Product Warranty for this shelter or canopy, provided by the manufacturer, applies to the two major components of the structure:

- Three-Year Warranty For New ClearSpan™ **Frame** Products
- Ten-Year or Fifteen-Year Warranty For New ClearSpan™ **Roof Cover** Products  
(See WARRANTY FOR NEW CLEARSPAN™ ROOF COVER PRODUCTS section for details.)

Please retain these warranties, along with the shipping documents, for future reference. If cover contains a roll-up portion, the roll-up portion of the cover is *excluded* from warranty. All fabric end panels are excluded from warranty.

Rev: March 22, 2007

## **THREE (3) YEAR WARRANTY FOR NEW CLEARSPAN™ FRAME PRODUCTS**

- A. Warranty:** Engineering Services and Products Company (“Engineering Services”) warrants that the new ClearSpan™ frame products manufactured by Engineering Services will (1) conform in all material respects to the catalogue description published by Engineering Services at the time of the sale, and (2) will be free from manufacturing defects. This warranty shall extend for three (3) years from the date of shipment by Engineering Services. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, THE FRAME IS NOT FIRE RATED. ADDITIONALLY, THERE IS NO GUARANTEE OF SNOW-LOAD OR WIND-LOAD UNLESS BUYER HAS RECEIVED STAMPED ENGINEERING DRAWINGS WITH THE STRUCTURE, AND ENGINEERING SERVICES DOES NOT WARRANT THAT THE FRAME WILL COMPLY WITH LOCAL OR STATE BUILDING CODES IN BUYER’S LOCATION.**
- B. The Warranty Does NOT Apply if:** The warranty does not apply if any of the following occur:
- a. The structure has not been properly anchored to the ground;
  - b. The frame product is not currently in the possession and control of the original purchaser;
  - c. The product has been altered or modified, or has been used for a purpose not approved by Engineering Services;
  - d. The damage arises from a failure to maintain the frame in accordance with Engineering Services’s maintenance instructions;
  - e. The damage arises from improper installation;
  - f. The damage arises from an accident, falling objects, exposure to harmful chemicals, fumes or other substances, either foreign or natural, or results from “Acts of God,” including but not limited to hail, flooding, ice, snow, or wind.
  - g. The frame is covered with a roof cover not approved by Engineering Services.

**ATTENTION:** The Warranty is valid *if and only if* the provided warranty card is completed in its entirety and returned to address provided on the warranty card. Photos must accompany warranty card. (See reverse side of the warranty card for a description of the required photos.) Warranty card *and the required photos* must be received within 60 days of purchase. *Failure to submit warranty card and the required photos will void the warranty.*

- C. Buyer’s Sole and Exclusive Remedy:** In the event that there is a claim of the warranty set forth in Section A, Engineering Services will, at its sole option, repair or replace the frame or the affected parts. In no event shall Engineering Services be liable to Buyer for more than the cost to repair or replace parts. This warranty runs on a straight-line three (3) year amortization basis.
- D. Time Period for Making Claims:** In the event of a warranty claim, Buyer must make a claim to Engineering Services immediately.

- E. Securing Warranty Service:** To secure warranty service, the Buyer must: (1) report the proof of the frame product defect in writing to Engineering Services, as well as the inclusion of supporting pictures, immediately following the claim of warranty; (2) present satisfactory evidence of the warranty start date, which is deemed as the date the product is shipped to the purchaser. *Engineering Services reserves the right to request damaged product prior to resolving the issue.*

If Engineering Services deems necessary a return of damaged product, the original purchaser must return broken or defective product to Engineering Services postage (or shipping) paid. Any product returned for replacement under this warranty must be clearly marked with a return authorization code *supplied by Engineering Services*. Any new components, repaired components, or replacement components will be shipped from Engineering Services to the customer within thirty (30) days of receiving the damaged product from the customer. *Customer is responsible for all freight charges.*

- F. Warranty Card:** Warranty is valid if and only if the provided warranty card is completed in its entirety and returned to address provided on the warranty card. Photos must accompany warranty card. (See reverse side of the warranty card for a description of the required photos.) Warranty card and the required photos must be received within 60 days of purchase. Failure to submit warranty card and the required photos will void the warranty.

- G. Disclaimer of Consequential Damages:** In no event will Engineering Services be liable to Buyer for any indirect, incidental, punitive, special or consequential damages incurred by Buyer as the result of a claim of warranty or Engineering Services's actions under this Agreement, even if Engineering Services has been put on notice that Buyer could sustain such damages. Without limiting the foregoing, Engineering Services shall not be liable for personal injury, damage to other property, or loss of use. This disclaimer of damages shall apply even in the event that Buyer's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of Buyer's claim, be it in contract, warranty, tort, product liability or otherwise.

- H. Limitation of Liability:** In no event shall Engineering Services be liable to Buyer for more than the cost to repair or replace parts. This limitation of liability shall apply even in the event that Buyer's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of Buyer's claim, be it in contract, warranty, tort, product liability or otherwise.

- I. State Law May Differ:** Note: The state law of the Buyer may not permit the limitation of warranty and disclaimer of damages set forth above, so some of the limitations and exclusions may not apply.

- J. Dealer Not Authorized to Modify Warranty:** Only Engineering Services is authorized to modify the warranty set forth above. No ClearSpan™ dealer or distributor is authorized to make any changes to the warranty provided by Engineering Services or to make any representations on behalf of Engineering Services. If Buyer has any questions concerning warranty issues, he or she should call the Customer Service Department at 800-245-9881 or 800-719-9827.

## **WARRANTY FOR NEW CLEARSPAN™**

### **ROOF COVER PRODUCTS**

- A. Warranty:** Engineering Services and Products Company (“Engineering Services”) warrants that the new ClearSpan™ roof cover products manufactured by Engineering Services will (1) conform in all material respects to the catalogue description published by Engineering Services at the time of the sale, and (2), will be free from manufacturing defects. This warranty shall extend for ten (10) years for flame retardant roof cover products, or fifteen (15) years for non-flame retardant roof cover products from the date of shipment by Engineering Services. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, THE ROOF COVER IS NOT FIRE RATED, NOR DOES ENGINEERING SERVICES GUARANTEE THAT THE ROOF COVER WILL NOT FADE. ADDITIONALLY, THERE IS NO GUARANTEE OF SNOW-LOAD OR WIND-LOAD UNLESS BUYER HAS RECEIVED STAMPED ENGINEERING DRAWINGS WITH THE STRUCTURE, AND ENGINEERING SERVICES DOES NOT WARRANT THAT THE ROOF COVER WILL COMPLY WITH LOCAL OR STATE BUILDING CODES IN BUYER’S LOCATION.**
- B. The Warranty Does NOT Apply if:** The warranty does not apply if any of the following occur:
- a. The structure has not been properly anchored to the ground;
  - b. The roof cover product is not currently in the possession and control of the original purchaser;
  - c. The product has been altered or modified, or has been used for a purpose not approved by Engineering Services;
  - d. The damage arises from a failure to maintain the roof cover in accordance with Engineering Service’s maintenance instructions;
  - e. The damage arises from improper installation;
  - f. The damage arises from an accident, falling objects, punctures or tears, exposure to harmful chemicals, fumes or other substances, either foreign or natural, or results from “Acts of God,” including but not limited to hail, flooding, ice, snow, or wind.
  - g. If the roof cover contains a roll-up portion, the roll-up portion of cover is *excluded* from warranty.
- C. Buyer’s Sole and Exclusive Remedy:** In the event that there is a claim of the warranty set forth in Section A, Engineering Services will, at its sole option, repair or replace the ROOF cover or the affected portion of it. This warranty runs on a straight-line ten (10) year amortization basis for flame retardant roof cover products, or a straight-line fifteen (15) year amortization basis for non-flame retardant roof cover products.
- D. Time Period for Making Claims:** In the event of a claim of warranty, Buyer must make a claim to Engineering Services immediately.

- E. Securing Warranty Service:** To secure warranty service, the Buyer must: (1) report the proof of the roof cover product defect in writing to Engineering Services, as well as the inclusion of supporting pictures, immediately following the claim of warranty; (2) present satisfactory evidence of the warranty start date.

If Engineering Services deems necessary a return of damaged product, the original purchaser must return broken or defective product to Engineering Services postage (or shipping) paid. Any product returned for replacement under this warranty must be clearly marked with a return authorization code *supplied by Engineering Services*. Any new components, repaired components, or replacement components will be shipped from Engineering Services to the customer within thirty (30) days of receiving the damaged product from the customer. *Customer is responsible for all freight charges.*

- F. Warranty Card:** Warranty is valid if and only if the provided warranty card is completed in its entirety and returned to address provided on the warranty card. Photos must accompany warranty card. (See reverse side of the warranty card for a description of the required photos.) Warranty card and the required photos must be received within 60 days of purchase. Failure to submit warranty card and the required photos will void the warranty.
- G. Disclaimer of Consequential Damages:** In no event will Engineering Services be liable to Buyer for any indirect, incidental, punitive, special or consequential damages incurred by Buyer as the result of a claim of warranty or Engineering Services's actions under this Agreement, even if Engineering Services has been put on notice that Buyer could sustain such damages. Without limiting the foregoing, Engineering Services shall not be liable for personal injury, damage to other property, or loss of use. This disclaimer of damages shall apply even in the event that Buyer's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of Buyer's claim, be it in contract, warranty, tort, product liability or otherwise.
- H. Limitation of Liability:** In no event shall Engineering Services be liable to Buyer for more than the cost to repair or replace the roof cover. This limitation of liability shall apply even in the event that Buyer's sole and exclusive remedy shall fail of its essential purpose, and shall apply regardless of the basis of Buyer's claim, be it in contract, warranty, tort, product liability or otherwise.
- I. State Law May Differ:** Note: the state law of the Buyer may not permit the limitation of warranty and disclaimer of damages set forth above, so some of the limitations and exclusions may not apply.
- J. Dealer Not Authorized to Modify Warranty:** Only Engineering Services is authorized to modify the warranty set forth above. No ClearSpan™ dealer or distributor is authorized to make any changes to the warranty provided by Engineering Services or to make any representations on behalf of Engineering Services. If Buyer has any questions concerning warranty issues, he or she should call the Customer Service Department at 800-245-9881 or 800-719-9827.