



Sales Contract & Product Warranty

www.torshel.com

TEN-YEAR LIMITED WARRANTY

Torshel Storm Shelters, hereafter called the "Company," whose main office is located at 6712 Old Canton Rd, Suite 8, Ridgeland, MS. 39157, extends the following ten-year limited warranty to:

Madison County Board of Supervisors for the Southwest Madison Fire Department, hereafter referred to as "Owner," who has contracted with the Company to purchase a shelter that will be installed at his property at the following address:

801 Lake Cavalier Rd, Madison, MS 39110.

The commencement date of the warranty is June / 20 / 2019

and extends for a period of ten years, subject to the Owner's and Company Representative's signatures below as well as the following terms and conditions:

1. Coverage on Shelter Except Consumer Products

Purchaser's Initials DS
RWC

The Company expressly warrants to the Owner of the shelter that the shelter will be free from defects in materials and workmanship for the stated ten-year coverage period.

2. Coverage on Consumer Products

Purchaser's Initials DS
RWC

For purposes of this Limited Warranty Agreement, the term "consumer products" means all appliances, equipment and other items that are consumer products for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C., sections 2301-2312) and that are provided to Owner from Company with the shelter on the commencement date of the warranty. The Company expressly warrants that all consumer products will, for a period of ten years after the commencement date of this warranty, be free from defects resulting from noncompliance with the generally accepted standards in the state in which the shelter is located, that assure quality of materials and workmanship. ***Any implied warranties for merchantability, workmanship, or fitness for intended use on any such consumer products shall terminate on the same date as the express warranty stated above.*** Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. The Company hereby assigns to the Owner all rights under manufacturers' warranties covering consumer products. Defects in items covered by manufacturers' warranties are excluded from coverage of this limited warranty, and the Owner should follow the procedures in the manufacturers' warranties if defects appear in those items. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

3. Company's Obligations

Purchaser's Initials DS
RWC

Non-Foundation Defects. For non-foundation issues, if a covered defect occurs during the ten-year warranty period, the Company agrees to repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item, Company's total liability under this warranty is limited to the purchase price of the shelter stated above. The choice among repair, replacement, or payment is the Company's. Any steps taken by the Company to correct defects shall not act to extend the term of this warranty. All repairs by the Company, apart from foundational



Sales Contract & Product Warranty

www.torshel.com

defects of adjacent structures (outlined below), shall be at no charge to the Owner and shall be performed within a reasonable length of time, defined as 30 days from the date on any warranty work order issued by the Company unless other scheduling is arranged with the Owner.

Structural Foundation Defects: If an adjacent structural foundation defect develops within the ten-year warranty period, the Company agrees to pay the Owner up to (but not exceeding) \$2,000 for the cost of repair, following Company's inspection and assessment of the foundational defect. Owner endows Company with all rights to choose the inspector/assessor and Owner agrees to release Company from all further liability concerning structural defects. This provision applies both to shelters constructed on "Yazoo clay" as well as those that are not.

4. Owner's Obligation

Purchaser's Initials ^{DS}
RWC

Owner must provide normal maintenance and proper care of the home according to this warranty, the warranties of manufacturers of consumer products, and generally accepted standards of the state in which the shelter is located. **The Company must be notified in writing, by the Owner, of the existence of any defect within two weeks of the Owner's discovering the defect before the Company is responsible for the correction of that defect.** No action at law or in equity may be brought by the Owner against the Company for failure to remedy or repair any defect about which the Company has not received timely notice in writing. **Further, the Owner agrees to contact Company, not the manufacturer, in the event of a discovered defect.** The Owner must provide the Company with access to the home during normal business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m., to inspect the defect reported and, if necessary, to take corrective action. **The Owner also agrees to inspect and clean the shelter at least once a month (look for spiders or other insects that could get into the shelter). This warranty is voided if the storm shelter has been neglected.**

Paint coating is covered for one year; after that period of time, the owner may contact Company to obtain bottles of paint at no additional cost for the duration of this Warranty period. Owner may also contact Company to provide additional maintenance not covered by this Limited Warranty to the shelter; however, such maintenance may be subject to additional costs.

5. Insurance

Purchaser's Initials ^{DS}
RWC

In the event the Company repairs or replaces or pays the cost of repairing or replacing any defect covered by this warranty for which the Owner is covered by insurance or a warranty provided by another party, Owner must, upon request of the Company, assign the proceeds of such insurance or other warranty to the Company to the extent of the cost to the Company of such repair or replacement.

All Company employees, agents, and trade contractors are covered by insurance during the course of authorized installations and repairs.

6. Consequential or Incidental Damages

Purchaser's Initials ^{DS}
RWC

Consequential or incidental damages are excluded from this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.



Sales Contract & Product Warranty

www.torsheL.com

7. Transfer of Warranty

Purchaser's Initials

DS
RWC

Should the original Owner transfer the property including the shelter to a third-party owner, either the original Owner or Third-Party Owner must contact the Company in writing within thirty days of the transfer of the property in order to assign the Limited Warranty to the Third-Party Owner. Transfer of property shall not extend the term of this warranty.

8. Other Exclusions

Purchaser's Initials

DS
RWC

The following additional items are excluded from limited warranty:

- a. Defects in any item that was not part of the original shelter as constructed by the Company.
- b. Any defect, injury, accident, loss of life, and/or loss of property inside or outside the shelter caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction (including, but not limited to, use of the shelter for any purpose other than weather protection and failure to uphold Owner's Obligations pursuant to Paragraph Four), or willful or malicious acts, by any party other than the Company, its employees, agents, or trade contractors.
- c. Normal wear and tear of the shelter or consumer products in the shelter.
- d. Loss of life or property or damage or injury caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.
- e. Any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of the Owner's property or adjacent property by any party other than the Company, its employees, agents, or trade contractors.
- f. Any loss of life or property, injury, or damage that arises while the shelter is being used primarily for non-weather protection purposes.
- g. Any damage to the extent it is caused or made worse by the failure of anyone other than the Company or its employees, agents, or trade contractors to comply with the requirements of this warranty or the requirements of warranties of manufacturers of appliances, equipment, or fixtures.
- h. Any defect or damage that is covered by a manufacturer's warranty that has been assigned to Owner under paragraph 2 of this Limited Warranty.
- i. Failure of Owner to take timely action to minimize loss or damage or failure of Owner to give the Company timely notice of the defect.
- j. Insect or animal damage.

9. Arbitration of Dispute

Purchaser's Initials

DS
RWC

The Owner shall promptly contact the Company in writing regarding any disputes involving this Agreement. If discussions between the parties do not resolve such dispute, either party may, upon written notice to the other party, submit such dispute to arbitration before an arbitrator selected by Company. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The award of the arbitrator shall be final, conclusive, and binding upon the parties. The expenses of the arbitrators shall be shared equally, but each party shall bear its own fees and costs.



Sales Contract & Product Warranty

www.torshel.com

Owner and Company agree that any and all litigation concerning Company and this Agreement shall take place in Madison County, State of Mississippi.

10. Exclusive Warranty

Purchaser's Initials

DS
RWC

The Company and the Owner agree that this limited warranty on the home is in lieu of all warranties of habitability or workmanlike construction, or any other warranties, express or implied, to which owner might be entitled, except as to consumer products. No employee, trade contractor, or agent of the Company has the authority to change the terms of this ten-year limited warranty.

Dated the _____ day of _____, _____

Owner's name Madison County Board of Supervisors for the Southwest Madison Fire Department

Signature _____

Authorized Company Representative Enrique Maradiaga

Signature DocuSigned by: Enrique Maradiaga
A4A6DF84A9A34AE...

Notes: _____

