

WARRANTY

Bulk Tech Inc. (hereinafter referred to as the Manufacturer) hereby warrants the hopper bottom bin(s) or hopper bottom(s) sold by it to be free from any defect in material or workmanship under normal use and service for a period of five (5) years from the date of manufacture. Other Manufacturer's Warranty is as follows: ten (10) years on structural integrity, one (1) year for paint application failures. By purchasing any Bulk Tech product you are agreeing to this warranty herein and its terms.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING LIMITATIONS, PROVISIONS AND CONDITIONS:

1. This warranty does not apply:
 - a. To any product sold by the Manufacturer where it is used in areas exposed to aggressive or corrosive conditions; including salt water, acids, alkaloids, ash, cement dust, animal waste or other corrosive chemicals from either inside or outside of the bin.
 - b. For failures or defects arising out of damage during shipment, during storage on site, or from the storage or corrosive and/or non free-flowing materials.
 - c. To materials replaced or repaired under warranty except to the extent of the remainder of the applicable warranty
 - d. To damage resulting from misuse, negligence, accident, or improper site preparations by others.
 - e. If the product has been altered or modified by others in any way including the addition or installation of high or low frequency vibrators, or any other product that may impact product flow or bin integrity.
 - f. If, in the case of coating failures, the failure is the result of damage, lack of proper maintenance, or failure to remove any contaminants that may have come in contact with the bin surface.
 - g. If the product was improperly erected by others.
2. The obligation of the Manufacturer under this warranty shall not arise unless the Manufacturer is notified with a written statement specifying the claim or defect within sixty (60) days after the failure begins, and within five (5) years for general workmanship claims, one (1) year for paint claims, and ten (10) years for structural claims, from shipment date. The Manufacturer in its sole discretion shall determine if the claim is valid and whether correction of the defect or failure shall be made by repair or by replacement of materials.
3. The obligation of the Manufacturer hereunder extends only to the original owner and to the Bulk Tech dealer to whom the bin(s) or hopper(s) may have been originally sold.
4. The customer acknowledges that it has made its own independent decision to approve the use of the supplied hopper(s) or bin(s) and also the specific fabrication and construction procedures utilized to complete the hopper(s) or bin(s), and has satisfied itself as to the suitability of these products for this particular application.
5. The foregoing sets forth the only warranties applicable to said materials and said warranties are given expressly and in lieu of all other warranties, expressed or implied, statutory or otherwise, of merchantability or fitness for a particular purpose and all warranties which exceed or differ from said warranties herein are disclaimed by the Manufacturer.
6. The owner's sole and exclusive remedy against the Manufacturer shall be limited to the applicable warranty set forth herein, and the endorsements, if any, issued together with this document and no other remedy (including but not limited to the recovery of assembly or disassembly costs, shipping costs, direct, incidental, special, indirect or consequential damages for lost profits, lost sales, injury to a person or property or any other loss, whether arising from breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise) shall be available to the owner or Bulk Tech dealer or any other person or entities whether by direct action or for contribution or indemnity or otherwise.
7. The financial obligation of the Manufacturer under this warranty shall be limited to the repair or replacement of the product as originally supplied and in no event shall exceed the original cost of the product supplied.
8. The Manufacturer shall not have any obligation under any warranty herein until all accounts for materials, installation and erection of the product thereof and for labour and other work performed by the Manufacturer or its dealers have been paid in full by the owner.

How to Make a Claim

- ✓ Should you find any factory defects please contact and advise your dealer immediately
- ✓ Dealer will record your findings and contact Bulk Tech with your claim details
- ✓ Once the warranty claim has been received, somebody from the Manufacturer will be in contact with you
- ✓ All warranty claims will be dealt with at the discretion of a Bulk Tech Inc representative



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