



**Equine Concepts, LLC Equi-Cover  
(USA & Canada only)**

10/28/2018

**PRO-RATED LIMITED WARRANTY**

Congratulations on your purchase of the Equine Concepts, LLC Equi-Cover Roundpen Cover. 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 Equi-Cover product. The Product Warranty for this shelter or canopy, provided by the manufacturer, applies to the two major components of the structure:

Twenty-Five-Year Pro-Rated Limited Warranty For New Equi-Cover Frame Products.

Seven-Year Pro-Rated Limited Warranty For New Equi-Cover Roof Cover Products.

Please retain these warranties, along with the shipping documents, for future reference.

Equine Concepts provides a Twenty- five (25) year Pro-Rated Limited warranty from date of delivery of kit material for parts and workmanship on the Steel Structure, and a seven (7) year Pro-Rated Limited warranty for material and workmanship on the Vinyl and/or Polyethylene Cover. Labor is not covered under warranty.

**Warranty:** Engineering Services and Products Company ("Engineering Services") warrants that the new Equi-Cover frame products manufactured by Engineering Services will (1) conform in all material respects to the description published by Engineering Services at the time of the sale, and (2) will be free from manufacturing defects. This warranty shall extend for Twenty- five (25) years from the date of delivery 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.

Except for work performed by Equine Concepts, warranty hereunder does not extend to any Work, materials, or items warranted by third parties, including but not limited to manufacturers of materials. Manufactured or consumer products such as ratchets, rope, cable nuts, bolts, hardware, wood, etc. are not separately warranted by Equine Concepts. In the event that that the Owner encounters a defect in a manufactured or supplied product, Equine Concepts shall assist the Owner in securing the repair or replacement of these products pursuant to the particular manufacturer's warranty.

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.

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' 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 30 days of delivery. Failure to submit warranty card and the required photos will void the warranty. Buyer's Sole and Exclusive Remedy: In the event that there is a claim of the warranty set forth 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 25 year amortization basis for steel structural components from date of delivery.

#### SCHEDULE

Years since purchase:	Percent Defective Material Covered:
Year 1	70%
Year 2-5	40%
Year 6-10	15%
Year 11-20	10%
Year 21-25	5%

Time Period for Making Claims: In the event of a warranty claim, Buyer must make a claim to Engineering Services immediately.

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. Parts supplied under this warranty may be rebuilt, the option of EC. Customer is responsible for all freight charges.

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 30 days of delivery. Failure to submit warranty card and the required photos will void the warranty.

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' 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.

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.

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.

Dealer Not Authorized to Modify Warranty: Only Engineering Services is authorized to modify the warranty set forth above. No Equi-Cover 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 206-650-3312.

Warranties do not cover any damage due to snow loads above 45lbs psf.

Warranties do not cover any damage due to winds above 55 miles per hour.

Warranties do not cover any damage due to usage of cover other than its intended purposes.

EC shall not warrant damage due to circumstances beyond its control including natural disasters, damage from vehicles or machinery, misuse and abuse or failure of customer to provide adequate general maintenance.

Equine Concepts will NOT be held responsible for any damage to product, persons, livestock, or property and it is customer’s sole responsibility of liability under the event that the EC cover is altered, removed or re-installed at a different location.

No warranty transfer to new ownership due to property sale and/or selling of and removing/reinstallation of unit.

SPECIAL NOTICE! Equine Concepts is not responsible for product failure due to fire or excessive weather conditions such as snow, wind, or hail. Consumer, by virtue of assembly of the building kit, acknowledges the temporary design nature of the structure. EC reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold or future units sold.

**WARRANTY FOR NEW EQUI-COVER**

**ROOF COVER PRODUCTS**

Warranty: Engineering Services and Products Company (“Engineering Services”) warrants that the New Equi-Cover roof cover products manufactured by Engineering Services will (1) conform in all material respects to the 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) pro-rated years for roof product 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 FOR ALL COUNTIES, STATES OR PROVINCES, 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.

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. The damage arises from using a pressure washer or harsh chemical agent to wash the vinyl.

Buyer’s Sole and Exclusive Remedy: In the event that there is a claim of the warranty set forth 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 seven (7) year pro-rated basis for roof cover products from date of delivery.

**SCHEDULE**

Years since purchase:	Percent Defective Material Covered:
Year 1	70%
Year 2-4	40%
Year 5-6	10%
Year 7	5%

Time Period for Making Claims: In the event of a claim of warranty, Buyer must make a claim to Engineering Services immediately.

**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 new components, repaired components, or replacement components may be rebuilt by EC. Parts supplied under this warranty may be rebuilt, at the option of EC Customer is responsible for all freight charges.

**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 30 days of delivery. Failure to submit warranty card and the required photos will void the warranty.

**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' 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.

**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.

**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.

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