

**VENLAW MANUFACTURING LTD.
O/A VENLAW AG & YLD AG
CORRUGATED BINS WARRANTY**

I. General Warranty and Duration

Venlaw Manufacturing Ltd. (“Venlaw”) warrants that its corrugated bins (the “Goods”), which Venlaw has manufactured and/or that are branded with its name or the name YLD Ag, will be free from defects in materials and workmanship under normal conditions, use, service, and maintenance for the period(s) of time as set forth herein.

A. Warranty for Structural Components: Venlaw warrants the structural components of the Goods for a period of five (5) years from the date of purchase. For the purposes of this section, the terms “structural components” shall include the following components:

- i. structural walls;
- ii. structural roof;
- iii. structural doors,

B. Warranty for Non-Structural Components: Venlaw warrants all non-structural components of the Goods for a period of two (2) years from the date of purchase. For the purposes of this section, the term “non-structural components” shall include all components not specifically listed in the preceding paragraph and shall include service parts.

II. Warranty Conditions and Limitations

A. Exclusive Warranty & Remedies

Within the warranty periods set forth herein, Venlaw will repair and/or replace the components of the Goods which are found to be defective.

The warranties contained herein are the sole and exclusive warranties given by Venlaw with respect to the Goods. Venlaw makes no warranties whatsoever, either express or implied, oral or written, in fact or by operation of law or otherwise, except as expressly stated herein.

B. Limitation of Liability

IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (including without limitation any claim in tort or breach of contract), SHALL VENLAW'S LIABILITY TO THE PURCHASER EXCEED THE PURCHASE PRICE OF THE GOODS.

IN NO EVENT SHALL VENLAW'S LIABILITY EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. For the purposes of this section, the term “consequential damages” shall include, but not be limited to, loss of anticipated profits, loss of

use, loss of revenue, failure to meet government/administrative requirements, clean-up costs, cost of capital, and damage or loss to other goods, property or equipment.

C. Non-Transferable and Registration

This warranty is **non-transferable** and applies only to the original purchaser. As such, this warranty does NOT cover any Goods that are sold or otherwise transferred to any third party following its delivery to the original purchaser.

III. Claim Procedure and Customer Responsibility

1. **Notice Procedure:** In order to make a valid warranty claim, a **written notice** of the claim must be submitted within **30 days** of discovery of a warrantable nonconformance. to Venlaw, within the warranty periods specified herein. Warranty claims may be submitted by mail addressed to Venlaw, PO Box 456, Watson, SK S0K 4V0. The written notice shall include the following information: i) The purchaser's name and address; ii) a description of the Goods; iii) the location of the Goods; iv) date of purchase of the Goods; and v) a brief summary of the problem with respect to which warranty coverage is claimed.
2. **Assessment:** The purchaser must complete all information required by Venlaw to properly assess or investigate the claim. Venlaw shall be given a **reasonable opportunity to inspect and test** the Goods in question.
3. **Purchaser Costs:** Any warranty-related expenses incurred on behalf of or by the purchaser **without the prior written consent of Venlaw** shall be the sole responsibility of the purchaser and will not be reimbursed. Expenses relating to travel, customs or import duties and tariffs, equipment rental, and any costs associated with accessing the Goods are the sole responsibility of the purchaser. Venlaw is not responsible for labor charges for removing or installing defective parts, transportation charges, or shipping charges.

IV. Exclusions (What Voids the Warranty)

The warranty shall be void in the event the Goods are returned or disposed of without the written consent of Venlaw. This warranty does not extend to any losses or damages due to, and will be voided by:

- **Improper Use/Neglect:** Misuse, negligent use, abuse, alteration, accident, neglect, or use of a kind and/or to a degree not reasonably expected to be made of the Goods.
- **Capacity/Condition:** Use beyond rated capacity, materials stored that are not free-flowing or have a compacted bulk density greater than 55 lbs/ft³.
- **Maintenance/Installation:** Improper storage (both prior to and after purchase), inadequate ventilation, improper/inadequate maintenance, or **improper installation/application**.
- **Unauthorized Modifications:** Any field modifications or substitutions to original Goods, unauthorized modification or alteration, or **modifications to products not specifically delineated in the manual accompanying the product at initial sale**.
- **Third-Party Damage:** Damage caused by, or in the course of, installation or assembly, construction defects, or any equipment attached to or used in conjunction with the Goods.

- **Environmental/Cosmetic Issues:** Acts of God (including but not limited to seismic activity and lightning), normal wear and tear (including corrosion and cosmetic issues), or component damage incurred during shipping and handling.
- **Inconsistent Use:** Any use of the goods which is not an intended use as specified in Venlaw's published product literature or otherwise specified by Venlaw in writing or use or installation inconsistent with Venlaw's Standard Disclaimers.

V. Indemnification

To the fullest extent permitted by law, the purchaser, on behalf of itself, its suppliers, their agents, employees or any entity or person for which the purchaser is or may be responsible ("Indemnitors") shall fully indemnify, save and hold Venlaw harmless from and against all liability, damage, loss, claims, demands, actions and expenses which arise out of or are connected with:

- Any negligent act, error, or omission by any Indemnitor in the performance of this agreement.
- The failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental authority.
- The material breach of any term or condition of this agreement by any of the Indemnitors. The indemnity shall include all liability on account of personal injury, death or property loss to any third party and shall survive any termination of this agreement.

VI. Disclaimers and Critical Requirements (Mandatory Usage Instructions)

FAILURE TO ADHERE TO THESE REQUIREMENTS WILL VOID THIS WARRANTY.

A. Foundation Design

The foundation is NOT included in the scope of Venlaw's supply. The purchaser is responsible for providing a foundation designed by a Professional Engineer to withstand the loads specified by Venlaw in the standard design specifications and to meet all applicable building codes.

B. Method of Erection

The erection of the Goods is NOT included in the scope of Venlaw's supply. The purchaser is responsible for the erection of the Goods in strict adherence to Venlaw's latest installation manual and drawings for the specific product model and application. The use of a qualified and experienced erector is mandatory. Any deviation from the installation manual voids the warranty.

C. Design

Venlaw's Goods are designed in accordance with National Building Code of Canada (NBCC), CSA S16:24 Design and construction of steel structures, and ASABE standards (as required by the NBCC). based on specific loads, including wind speed, snow load, and seismic activity specified at the time of purchase. The purchaser is responsible for ensuring the specified loads meet or exceed the requirements for the specific installation site.

D. Site and Assembly

Prior to installation, the purchaser bears all responsibility to comply with federal, state

(U.S.)/provincial (Canada), and local codes which apply to the location and installation of the products. The purchaser must ensure that all components and parts are present and undamaged prior to assembly, and that all foundation and anchor bolt layouts are correct according to Venlaw's drawings.

E. Grain Bin Use

The grain bin is designed solely for the purpose of storage of free-flowing granular products. The warranty is void if the bin is used to store materials that are not free-flowing or have a compacted bulk density greater than 55 lbs/ft³.

F. Product Storage

The purchaser must strictly adhere to the following conditions when storing product in the bin:

- **Capacity:** Do not exceed the rated storage capacity of the bin.
- **Moisture:** Grain must be stored at a **safe moisture content**.
- **Temperature:** Grain must be cooled to a safe temperature for long-term storage.
- **Leveling:** The grain must be **leveled** within the bin to prevent side-wall damage and uneven loading.
- **Aeration/Ventilation:** The bin must be provided with **adequate ventilation and/or aeration** to prevent condensation, spoilage, and corrosion.

G. Proper Storage and Transport of Corrugated Bins

Improper storage of corrugated bin sheets and components can result in the formation of white rust due to moisture. YLD bin packages leave the factory "bump up" meaning the peak of the curve is up so that moisture can not sit on the sheets and can not get in between the sheets. We strongly recommend keeping them stored in this same manner for the purpose of keeping the steel dry. It is recommended that all bin packages are stored in a dry warm place when possible. Do not store bin packages in places where water runs (in front of downspouts, near a ditch or swale) or in low spots where water pools. Do not place tarps, plastic, or other coverings over top of the sheets as this can trap condensation and cause the formation of white rust. In order to prevent rust or damage during transportation we advise loads are tarped during transportation.

VI. Applicable Laws

This warranty has been issued, accepted and entered into by Venlaw and the purchaser in the province of Saskatchewan (Canada) and shall be governed and construed in accordance with the laws of the Province of Saskatchewan. Any legal action or proceeding with respect to the Goods or this warranty shall be brought only in the he Court of King's Bench for Saskatchewan.