



Limited warranty certificate PowerShield® membrane

CUSTOMER'S NAME: _____		Assigned Warranty certificate
DELIVERY DATE: _____	MEMBRANE SERIAL #: _____	
TYPE OF MEMBRANE: _____		
ZONE NUMBER: _____	WARRANTY SCHEDULE: _____	
CUSTOMER: _____ (Signature)	DEALER: _____ (Signature)	

1 – SCOPE OF WARRANTY:

Harnois grants a limited warranty to the original purchaser/customer buying a PowerShield® membrane. This warranty covers damage caused by hail as well as deterioration caused by the sun's ultra violet rays, when such damage or deterioration results in the loss of effectiveness of the membrane as a weather barrier. The membrane is warranted by Harnois to be free of manufacturing defects related to the total thickness, the tensile strength, the amount of UV rays inhibitors, the thickness and inadequate adhesion of the finishing layer as well as the uniformity of the color; furthermore, Harnois warrants the membrane to be free of defects related to the sewing and welding done to it.

This warranty is valid only when the following conditions are met:

- The membrane has been installed on a structure manufactured by Harnois, by the original purchaser, according to the supplied instructions.
- The membrane has been secured to the structure adequately, according to Harnois' specifications
- Harnois has received notice of defect within the timeframe of this warranty.

If the limited warranty is to be applied, Harnois shall be the only judge of the extent of the defect and the only one to elect whether the membrane shall be repaired or replaced, in order to meet the original anticipated needs; in all cases, Harnois shall have a reasonable period of time to do so. If Harnois agrees the defect falls under the protection scope of this limited warranty, it will be applied according to the conditions and specifications for the specific membrane and the geographical zone where it was installed, as stated in Section 5.

For reference purposes, the date of the invoice is used as the starting point of the coverage period.

2 - TERMS OF THE WARRANTY:

In all warranty cases, with the exception of the period where the membrane is 100% warranted, freight and installation costs of the replacement/repaired membrane are at the customer's charge. Once a warranty request is approved by Harnois, the cost of repairs shall be at Harnois' charge, following the specifications of table 5.2, and the repaired membrane shall carry the remainder of the original warranty. Each membrane installed as the roof cover of a Harnois structure bears a serial number; this serial number is required for the warranty to apply.

Due to ongoing product development, certain components or membrane colors may no longer be available. In those situations, Harnois reserves the right to substitute replacement components that are comparable only in function, quality, and price to the original. Harnois shall not be liable if the replacement component varies in appearance from the original.

3 – WARRANTY TRANSFER:

Due to the temporary usage of the EzKit™ and its ability to be easily relocated, the limited warranty cannot be transferred (in case the building is sold) from the original purchaser to a subsequent one.

4 – WARRANTY SCHEDULE OF EzKit™ VARIOUS COMPONENTS:

Each membrane type comes with a two-part warranty that is a full (100%) warranty and a pro-rated warranty, based on years of use. Additional conditions apply as follows: A) the warranty schedule varies depending on the geographical zone where the membrane is installed; the world is then divided in three distinct zones, based on the amount of sun's radiation (see Section 5); B) The warranty schedule varies depending on the part of the structure it is covering and the type of membrane selected (see Section 5). In all cases, each membrane will show a 2-digit warranty schedule, such as 2-15 or other. The first digit indicates the number of years during which the warranty applies at 100%; the second digit indicates the number of years during which the warranty will be applied on a prorated basis on the total years of use. Example: If a defect is found in the year following 6 full years of use on a membrane with a 2-15 schedule, the customer is entitled to a warranty claim, in which case a replacement/repair of the membrane will be charged at 6/15th, or 40%, of the retail price of the membrane at the time of claim.

5 – LIMITED WARRANTY SPECIFICATIONS – Geographical zones pertaining to warranties:

- ZONE 1 (radiation 60 – 119) Canada; American States as specified: CT, DE, IA, ID, IL, IN, MA, MD, ME, MI, MN, MT, ND, NE, NH, NJ, NY, OH, OR, PA, RI, SD, VT, WA, WI, WY, European countries above the 50th parallel – Japan
- ZONE 2 (radiation 120 – 159) American States comprised between the Mexican border and zone 1 – European countries between the 40th and the 50th parallels – Philippines – China
- ZONE 3 (radiation 160 – 200) Mexico – South America, Australia, Africa, India, European countries south of the 40th parallel

TABLE 5.1	ZONE 1	ZONE 2	ZONE 3
1. Membrane with black scrim or white membrane with clear scrim – installed on roof and curved sides	2 – 5	2 – 3	1
2. Membranes installed on ends and straight sides, with Harnois' steel structure: All membrane types	1 – 5	1 – 3	1
3. Cables and tension straps	Carry same warranty as membrane		

TABLE 5.2 – PRORATED WARRANTY SCHEDULE / PART ASSUMED BY HARNOIS

Repair / Replacement occurring during	1	1 – 3	1 – 5	2 – 5	2 – 3
1 st year	100%	100%	100%	100%	100%
2 nd year	--	66%	80%	100%	100%
3 rd year	--	33%	60%	60%	33%
4 th year	--	--	40%	40%	--
5 th year	--	--	20%	20%	--
6 th year	--	--	--	--	--
7 th year	--	--	--	--	--
8 th year	--	--	--	--	--
9 th year	--	--	--	--	--
10 th year	--	--	--	--	--
11 th year	--	--	--	--	--
12 th year	--	--	--	--	--
13 th year	--	--	--	--	--
14 th year	--	--	--	--	--
15 th year	--	--	--	--	--

6 - LIMITS OF WARRANTY:

The above warranty excludes any and all other legal or conventional warranty, whether it be verbal or written, as expressed by any other person or entity, including the sales representative, the dealer, the manufacturing agent, the contractor or other. The present convention shall be interpreted according to the Laws of Quebec province. All litigation that should arise between parties will be heard in a court of the Joliette (Quebec) judicial district.

Harnois cannot be liable, contractually or by tort (including negligence) for loss of revenues and profits, for loss of equipment or facility usage, loss of capital, inconvenience, or any other loss or damage, direct or indirect, incidental or consequential, relative to the nature or the manner of the warranted membrane, including its design, its use, the delivery delays, product recalls and upgrades; it is also recognized and granted that the only remedies that can be brought to a defective membrane are the repair, the correction or the replacement, all subject to the above mentioned conditions hereinto.

Harnois does not assume responsibility for damage incurred during or as a result of installation of the membranes, whether or not done in accordance with installation instructions. Whatever the cause or circumstances, Harnois shall not be held responsible for damage incurred during the use or installation of a Harnois building, including but notwithstanding to loss of productivity, inconvenience or any other damage, even if Harnois Industries, its distributor or selling agent was advised of the possibility of occurrence of such damage.

This warranty does not cover discoloration or alteration of the surface, the loss of flexibility and star-lighting effect that can be caused by the environment. In all cases, the warranty applies only if tension was applied to the straps according to the supplied specifications (2007).

7 – WARRANTY EXCLUSIONS: This warranty does not apply when damages or defects are caused by the following circumstances:

- 01) Improper installation and/or not done in accordance with Harnois instructions
- 02) Improper maintenance
- 03) Modifications done to the building without Harnois' expressed consent
- 04) Misuse, neglect, abuse and damages caused by equipment or persons
- 05) Accidents (whether mechanical or climatic)
- 06) Unauthorized repairs or modifications
- 07) Integration of product that are incompatible with the membrane
- 08) Exposure to corrosive or chemical products or gases
- 09) Exposure to physical forces that exceed, or do not meet, as the case may be, the structural capacities specific to the building
- 10) Foundation designs other than those approved by Harnois
- 11) Deficiencies related to foundations
- 12) "Acts of God"
- 13) Use and wear resulting from multiple installations
- 14) Use of abrasive cleaning methods
- 15) Improper storage and/or maintenance of components

Initials
Customer

Initials
Reseller