

Sioux Steel Co.  
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**NEW PRODUCT WARRANTY  
PRO-TEC BUILDINGS**

LIMITED WARRANTY FOR NEW SIOUX STEEL COMPANY PRODUCTS							
<p><b>A. GENERAL PROVISIONS.</b> "Sioux Steel" means Sioux Steel Company, 196 1/2 East Sixth Street, Sioux Falls, South Dakota 57104. The warranties described below are provided by Sioux Steel to the original purchasers of new products purchased from Sioux Steel or from an authorized Sioux Steel Dealer (the "Products"). Under these warranties, Sioux Steel will, at its option, repair or replace at its factory any Product covered under these warranties which is found to be defective in material and workmanship during the applicable warranty term or refund the purchase price paid for the defective Product. Customer will be responsible for labor charges for removing the defective Product and reinstalling the repaired or replacement Product, any premium charge for overtime labor requested of Sioux Steel and shipping charges to and from Sioux Steel's factory. <b>These warranties are not transferrable.</b></p>							
<p><b>B. WARRANTY PERIOD.</b> Subject to exclusions and limitations set forth herein, each new Product is warranted for the number of years specified below. Each warranty term begins from the date of purchase regardless of delay in receipt of the Product by Customer due to the time required to process, handle, ship, assemble, construct and install the Product. Customer must retain proof of the date of purchase. Replacement parts for and repairs to the Product will be warranted only for the remainder of the original warranty term. The replacement parts for or repairs to the Product will not extend the warranty term beyond the original warranty term. Products described below include all parts, components and accessories.</p>							
<b>PROTEC BUILDINGS</b>							
Pro-Tec Poultry Buildings						1 Year	
Safeguard Livestock Shade						1 Year	
Pro-Tec Single Tube (24', 30', and 36') Buildings						3 Years	
All Other Powder-Coated Pro-Tec Buildings in Livestock (other than Poultry) and Chemical Storage Applications						7 Years, Prorated Monthly	
All Other Powder-Coated Pro-Tec Buildings Except those in Livestock and Chemical Storage Applications						15 Years, Prorated Monthly	
All Other Hot-Dip Galvanized Pro-Tec Buildings						15 Years, Prorated Monthly	
Fabricated Tarp Materials (covers)						15 Years, Prorated Monthly	
Fabricated Tarp Materials for End Panels (All Pro-Tec Buildings); Rollup Sides; Curtains and Doors; Track Doors; Quarter Panels and Half Moon End Panels (On all Building Models)						3 Years, Prorated Monthly	
Proration credit will be given toward the purchase price for the replacement of fabric and tarp materials, based on Sioux Steel's current price list at the time the warranty claim is made.							
15 Year Proration Schedule:				7 Year Proration Schedule:			
Year 1 = 93%	Year 4 = 73%	Year 7 = 53%	Year 10 = 33%	Year 13 = 13%	Year 1 = 86%	Year 4 = 43%	Year 7 = 0%
Year 2 = 87%	Year 5 = 67%	Year 8 = 47%	Year 11 = 27%	Year 14 = 7%	Year 2 = 72%	Year 5 = 29%	
Year 3 = 80%	Year 6 = 60%	Year 9 = 40%	Year 12 = 20%	Year 15 = 0%	Year 3 = 58%	Year 6 = 15%	
Exclusions specific to Pro-Tec Buildings: Damage or loss of any kind from (1) exposure of the fabric cover or end panel material to any heat source for any length of time; (2) a failure to properly compact and engineer soils; (3) a failure to properly construct footings and foundations; and (4) exposure to conditions in excess of the design wind and snow load specifications. <b>NOTICE: Caustic and corrosive environments can result from live animal operations or storage of caustic materials. Sioux Steel reserves the right to exclude from warranty under D(4) if conditions are deemed by it as extreme.</b>							
<p><b>C. ITEMS COVERED SEPARATELY.</b> The Sioux Steel warranties do not cover any parts, components or materials that are part of the Product, or used in conjunction with the Product, that are not manufactured by Sioux Steel. Such parts, components and materials will be subject to the warranties provided by the manufacturer, if any.</p>							
<p><b>D. WHAT IS NOT WARRANTED.</b> Sioux Steel does not warrant and is not responsible for the following: (1) used products; (2) modification or alteration of the Products; (3) Products that have not been properly installed or not installed in accordance with the instruction manual, improper assembly, or improper construction by any persons other than Sioux Steel employees; (4) depreciation, damage or loss caused by the use of parts, components or accessories not provided by Sioux Steel, unauthorized repairs, normal wear, lack of necessary and proper maintenance, a failure to follow operating instructions/recommendations, misuse, lack of proper protection during storage, vandalism or theft, exposure to the elements or corrosive materials, accidents or acts of nature including lightning, flooding, hail, straight winds and tornadoes; and (5) cosmetic damage or damage that does not hinder the functionality of the Products.</p>							
<p><b>E. LIMITATIONS OF WARRANTIES AND CUSTOMER'S REMEDIES.</b> To the extent permitted by law, neither Sioux Steel, the Dealer nor any person or company affiliated with either of them makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defects of the Products covered by these warranties other than those set forth herein. <b>THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SIOUX STEEL, THE DEALER, NOR ANY PERSON OR COMPANY AFFILIATED WITH EITHER OF THEM WILL BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, LOST PROFITS AND REVENUES, LOST USE OF THE PRODUCTS OR ANY OTHER PROPERTY, BODILY INJURY OR PROPERTY DAMAGE CLAIMS OF ANY PERSON, LOST COMMODITIES, REMOVAL OR STORAGE COSTS FOR THE PRODUCTS, OTHER EQUIPMENT AND COMMODITIES, DAMAGE TO THE ENVIRONMENT ARISING FROM OR IN ANY MANNER RELATED TO ANY RELEASE OF HAZARDOUS MATERIALS, AND REMEDIATION EXPENSES THEREFORE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL BASIS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO INSTANCE WILL SIOUX STEEL, THE DEALER OR ANY PERSON OR COMPANY AFFILIATED WITH EITHER OF THEM BE LIABLE TO CUSTOMER OR ANY PERSON IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT.</b></p>							
<p><b>F. NO DEALER WARRANTY.</b> THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF SIOUX STEEL, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.</p>							
<p><b>G. GOVERNING LAW/VENUE.</b> These warranties, and all terms set forth herein, are governed by the laws of the State of South Dakota and, where applicable, the laws of the United States of America. Any and all disputes arising from these warranties, the purchase and use of the Products, bodily injury and property damage claims or otherwise must be venued in the South Dakota Circuit Court sitting in Minnehaha County, South Dakota. Customer agrees to such venue and waives any challenge to such court's jurisdiction based upon lack of personal jurisdiction or inconvenience.</p>							
<p><b>H. SECURING WARRANTY SERVICE.</b> In order to receive warranty services, customer must give Sioux Steel written notice of a warranty claim within 3 days of the date of discovery of the defective materials or workmanship, and Customer must complete the following steps:</p>							
(1)		Obtain from Sioux Steel a Return Goods Authorization Number ("RMA Number") by calling the Customer Service Department at 1-800-557-4689, and providing the following information:					
		<ul style="list-style-type: none"> <li>➤ An explanation as to why the Product is being returned.</li> <li>➤ The name of the territory representative, Dealer or Sioux Steel salesperson from whom the Product was purchased.</li> <li>➤ The Dealer's identification number.</li> <li>➤ The invoice number and date of purchase.</li> <li>➤ Customer's name, phone number, fax number, mailing address and email address.</li> <li>➤ The date that the Product will be returned.</li> </ul>					
(2)		Pay the shipping charges to ship the Product to Sioux Steel's factory, and the return shipping charges.					
(3)		Ship the Product to Sioux Steel at 196 1/2 East Sixth Street, Sioux Falls, South Dakota 57104.					