

Limited Materials and Workmanship Warranty For Commercial Bins and Silos

Meridian Manufacturing Group (hereinafter referred to as the Manufacturer) hereby warrants the commercial bin(s) or silo(s) sold by it to be free from any defect in material or workmanship under normal use and service for a period of one (1) year from the date of shipment. The Manufacturer's obligation under this warranty shall be limited to the repair or replacement only, FOB the original point of shipment, of any defective parts or portions of the tank or accessories manufactured by Meridian. Any warranty claim must be reported to the Manufacturer within one (1) year from the date of shipment and in the manner as referred to in paragraph 2 herein.

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 corrosive or aggressive conditions including salt water, acids, alkaloid, ash, cement dust, animal waste or other corrosive chemicals from either inside or outside the bin.
 - b) for failures or defects arising out of damage during shipment or during storage on site.
 - c) to materials replaced or repaired under this warranty except to the extent of the remainder of the applicable warranty.
 - d) to damage resulting from misuse, negligence, accident or improper site preparation by others.
 - e) if the product has been altered or modified by others.
 - f) if in the case of coating failures the failure is the result of damage, lack of proper maintenance or failure to remove road salt or other contaminants that may have come in contact with the bin surface.
 - g) if the product has not been installed strictly in accordance with the Manufacturer's manuals and instructions.
2. The obligation of the Manufacturer under this warranty shall not arise unless the Manufacturer is notified and this warranty is presented together with a written statement specifying the claim or defect within thirty (30) days after the failure is first detected or made known to the owner and within one (1) year from the 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 replacement of the materials.
3. The obligation of the Manufacturer hereunder extends only to the original owner and to the Meridian dealer to whom the materials may have been initially sold. This warranty shall not be subject to any assignment or transfer without the written consent of the Manufacturer.
4. The customer shall acknowledge that it has made its own independent decision to approve the use of the supplied materials and also the specific fabrication and construction procedures utilized to complete the tank, 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 owners 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 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 Meridian 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 said product thereof and for labor and other work performed by the Manufacturer or its dealers have been paid in full by the owner.

Warranty Claim Procedure

1. Please advise the dealer or manufacturer immediately upon discovery of any defects.
2. You will be supplied with a warranty claim form or will be directed to a customer service representative.
3. The warranty claim form must be completed in its entirety and submitted to the dealer/manufacturer for warranty consideration.
4. When the warranty claim form is received by the manufacturer you will be contacted by our customer service department.
5. Claims will be adjudicated at the sole discretion of the manufacturer and in accordance with the terms and conditions of the applicable limited warranty.

Performance Specification Alkyd Finishes

The following specification shall apply to all Alkyd finishes on non-commercial and non-industrial bins supplied by Meridian Manufacturing Group (herein after referred to as the manufacturer). The manufacturer warrants that the coating finishes supplied on its Meridian bins will perform as indicated below or it will be repaired or replaced as per the terms of the limited warranty.

A: Exterior Paint Finishes

The paint thereon will not under normal weather and climatic conditions:

- (i) Will not crack check or peel for a period of 2 years
- (ii) Will not fade more than 6 E units in 2 years (Bin White only) when tested in accordance with procedures outlined in ASTM D-2244
- (iii) Will not chalk in excess of a #8 rating in 1 year when tested in accordance with procedures outlined in ASTM D-4215.
- (iv) Will not exhibit visible rust on any exterior surface that exceeds 1% of the total exposed surface area of the bin for a period of 2 years. (Assumes cleaning chemicals are maintained and used correctly, welds & sharp edges are ground, etc.)

B: Conditions of Use

It is understood that the primary use of this product is for the storage of granular fertilizer and free flowing cereal, oilseed and pulse crops. Minor damage and paint defects are inherent due to the manufacturing process, transportation and use of this product. In order to maintain the appearance, ensure the long life of the bin and its coating and not void any warranties certain maintenance procedures must be followed:

- (i) Upon initial delivery or as soon as possible thereafter the bin should be thoroughly cleaned to remove any road salt, dirt or other contaminants that may be harmful to the coating.
- (ii) All scratches, abrasions or minor rust spots must be cleaned and repaired according to the manufacturer's instructions as soon as they are discovered.

Effective July 1, 2009