

OLD HICKORY BUILDINGS OF CANADA LIMITED 5 YEAR WARRANTY



Old Hickory Buildings of Canada, ULC (hereinafter "Old Hickory") has a long-standing reputation for superior craftsmanship and quality. Old Hickory stands behind its quality and craftsmanship by offering a five-year limited warranty. This document outlines what is and is not covered by this limited warranty.

Subject to the limitations provided below, Old Hickory warrants to the Purchaser, that an Old Hickory storage building purchased from an authorized Old Hickory dealer will be free of defects in workmanship and materials upon delivery, and that Old Hickory will repair or replace any components that do not provide reasonable service for normal storage building use for a period of five (5) years from the date of purchase for new buildings and five (5) years from the manufactured date on used buildings. The sole recourse for Purchasers under this limited warranty is to require Old Hickory to replace or repair any defective workmanship or defective materials in the Old Hickory product. The replacement or repair of any defective workmanship or defective materials shall constitute fulfillment of all liabilities of Old Hickory under this warranty.

This warranty will not apply to any Old Hickory product or any part thereof which has been damaged by adverse weather conditions, earthquake, hail, wind, fire, water, flood, earth movement, accident, theft, vandalism, or act of God, or a casualty which is customarily covered by homeowners' insurance. The warranty does not cover damage caused by any misuse, alteration, neglect, improper maintenance, or abuse. This warranty does not cover damages to building contents or other personal property. This warranty does not cover broken windows or damages apparent at the time of delivery that are not reported within seven (7) days of initial delivery and setup. This warranty does not cover missing or lost keys. This warranty does not cover the normal wear and tear of wood or wood products from normal use that can occur over time which includes, but is not limited to, cosmetic changes in the appearance of wood or wood products or fading of exterior surfaces. This warranty does not cover water sealer nor any damage arising from the failure of any water sealer to prevent moisture related damage to wood. The water sealer utilized by Old Hickory is rated for a maximum of three (3) years under normal environmental conditions. The effective duration of water sealer can be lessened due to various factors, including, but not limited to, an abnormal amount of sunlight, saltwater exposure, or extended wet conditions.

Old Hickory has no responsibility under this warranty whatsoever for ground site conditions which affect the Old Hickory product. Natural ground conditions may result in your building "settling" and becoming out of level over time. This may result in sticking or dragging doors that are not otherwise defective. Re-leveling is not covered by this warranty. Pressure treated flooring is CDX grade and may have imperfections and knots in the appearance or seam gaps due to shrinkage from the pressure treating process; therefore, pressure treated wood flooring appearance and seam gaps are not covered under this warranty. Old Hickory has no responsibility under this warranty for issues arising due to customers exceeding the floor rating, which can be found here: https://www.oldhickorybuildings.com/sitefiles/floorload-1.pdf.

This warranty does not cover used or discounted display buildings, except as follows: Subject to the limitations stated in this document, for five (5) years from the date of manufacture, (1) the roof is guaranteed not to leak, (2) all doors and windows are guaranteed to function correctly, and (3) the building is guaranteed not to have structural problems which render the storage building structurally unsound. Cosmetic damages or cosmetic imperfections in used buildings or discounted display buildings are not covered under this warranty. This warranty does not cover any of the above issues on used buildings that are caused by alterations, modifications, or damages by previous customers.

The term "Purchaser" as used in this warranty shall mean the person for whom the Old Hickory product is assembled and installed. This warranty is not assignable, and only the immediate Purchaser of an Old Hickory product from an authorized Old Hickory dealer shall have any rights under this warranty. Any modifications or alterations to an Old Hickory product by anyone other than Old Hickory renders this warranty void.

Notwithstanding the above, in the event that Old Hickory determines in Old Hickory's sole discretion that Old Hickory is unable to satisfy a customer or if customer does not pay the full balance due, Old Hickory reserves the right to retrieve the storage building from the Purchaser and to fully refund Purchaser the purchase price paid by the Purchaser for the storage building ("Full Refund Option"). In the event Old Hickory exercises the Full Refund Option, it is Purchaser's responsibility to remove all of Purchaser's property from the storage building and ensure that the building is readily accessible for pick up. Upon payment of the purchase price to Purchaser by Old Hickory, the limited warranty provided hereunder shall be deemed satisfied and Old Hickory shall have no remaining responsibilities or obligations to the Purchaser.

Old Hickory makes no warranties whatsoever with respect to materials, accessories, or parts incorporated into the storage building to the extent that the supplier or manufacturer of those materials or parts has warranties on such materials or parts that would be covered by or exceed the limited warranty set forth in this document. Old Hickory assumes no liability under the manufacturer's warranty, and the Purchaser must assert any claim under such warranties against the supplier or manufacturer.

Ground snow load ratings and wind ratings for engineer certified buildings are based on the requirements in the International Building Code or other relevant state or provincial codes. Wind rating requires customer supplied anchors. These ratings mean that the building was designed by an engineer to the code requirements and do not mean that the building is guaranteed to not suffer damage in these adverse conditions.

In no circumstances will Old Hickory be responsible for loss of use, lost profits, lost commercial use, or lost economic damages or any losses or damages arising therefrom. UNLESS PROHIBITED BY STATE LAW, ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, and the sole warranty provided is the express limited warranty stated in this document.

All warranty claims must be promptly reported in writing <u>with</u> supporting photographs <u>and</u> Old Hickory serial number and can be made using Old Hickory's online claim form found at https://oldhickorybuildings.com/warranty-info-claims/. Claims can also be sent to Old Hickory by mail, overnight courier, or email to the contact information below.

Please address claims to the company:

Old Hickory Buildings of Canada, ULC ATTN: Warranty Claims MAIL: 1741 Lower Water St., Suite 600, Halifax, NS B3J 0J2

Purchasers may call 615-890-8075 or email warranty@oldhickorybuildings.com with questions.

Old Hickory has no responsibility under this warranty for any claims not reported as provided above within seven (7) days of Purchaser becoming aware of the claim or when Purchaser reasonably should have become aware of the claim.