

PGS – Portable Greenhouse Systems Limited Snow Load Guarantee

Portable Greenhouse Systems (PGS) as the original manufacturer of the steel frame, guarantees that the frame will withstand thirty (30) pounds per square foot (psf) for a period of ten (10) years, defined as ten (10) years from the original date of purchase, without toppling, bending, or breaking with the following specifications, exceptions, limitations, and conditions.

Exceptions: The PGS STANDARD Snow Load Guarantee is defined as thirty (30) pounds per square foot (psf) , UNLESS a different snow load is specifically set forth in the customer contract. In the event a higher number is specifically set forth, it alters the pounds per square foot (psf) ONLY of the PGS Snow Load Guarantee, and all other conditions, limitations, and specifications set forth herein apply.

Limitations: The PGS Snow Load Guarantee is limited to the steel frame component only. Sidings, coverings, and/or other accessory parts are specifically excluded UNLESS, they are specifically included in the customer contract. If sidings or coverings have been specified as included on the contract, then said sidings or coverings are deemed included in the PGS STANDARD Snow Load Guarantee but for a period of five (5) years from the original date of purchase, and are guaranteed against bending, or breaking and are subject to the same specifications, exceptions, limitations, and conditions set forth herein.

Sidings, coverings, or other accessory parts excluded from the PGS Snow Load Guarantee are covered by the original manufacturer warranty only, if such a warranty exists.

Exclusions: Under no circumstances does the PGS Snow Load Guarantee protect against any damage to the door or the door hinges of the structure. In the event of inclement weather, it is the buyer's responsibility to shut the door or doors properly.

Conditions: The steel frame structure must have been installed by Portable Greenhouse Systems (PGS), and still be in the original installation location and structurally unaltered. In the event customer wishes to move the steel frame structure, the unit must be inspected by Portable Greenhouse Systems (PGS) to reinstate the PGS Snow Load Guarantee, and customer must contact PGS and obtain a re-inspection and re-inspection certificate.

In no event shall Portable Greenhouse Systems (PGS) have any liability for improper installation of the item(s) including anchoring unless installation was done by Portable Greenhouse Systems (PGS).

Additional Limitations: Should the anchor system fail, or snow weight damage cause the structure to bend or break, Portable Greenhouse Systems (PGS) liability on the product shall be limited to the lesser of: (1) The cost of the installation; (2) The cost of installing equivalent replacements part(s); (3) The cost of re-installing the Portable Greenhouse System (PGS) product.

To submit a claim: Buyer must produce a copy of the original purchase and installation documentation, AND (if applicable), any re-certification and/or transfer of snow load guarantee coverage documentation as defined herein to submit a claim under the PGS Snow Load Guarantee. Buyer must report the

damage within thirty (30) days of the date of damage, including a written statement containing the date the damage occurred, and a photograph of the snow conditions at the time the damage occurred.

Transfer of Guarantee: This guarantee is only transferable or assignable under the following conditions: (1) In advent the original purchaser wishes to sell or assign the item(s) covered by this guarantee, the original purchaser must contact Portable Greenhouse Systems (PGS) and inform Portable Greenhouse Systems (PGS) of the name of the prospective assignee (new owner) and (2) The new owner must obtain a re-certification of the item(s) covered by this guarantee through a written re-certification document issued by Portable Greenhouse Systems (PGS) and (3) Said written re-certification to assignee (new owner) must be complete, and in written form, BEFORE any assignment of this guarantee is effective, and (4) If there is any question whatsoever as to the ownership of the item(s) covered by this guarantee, or if the ownership of the item(s) covered by this guarantee are in dispute, then this guarantee is deemed un-assignable whether to heirs, subsequent owners, or otherwise.

Miscellaneous: This guarantee does not apply to any Products that have been subjected to misuse, mishandling, misapplication, accident, improper installation, improper packaging of products returned to PGS, modification (including but not limited to use of unauthorized parts or attachments), or adjustment. The contract contains all of the terms and conditions of the transaction between customer and Portable Greenhouse Systems (PGS). No representation, arrangement, or agreement not appearing herein shall be binding on Portable Greenhouse Systems (PGS). This contract may not be altered or modified by Customer, except in writing signed by an Officer of Portable Greenhouse Systems (PGS). Should any part of this contract be deemed legally unenforceable, then the remainder shall remain in full force and effect. The contract shall be governed by the laws of the state of Nevada. The prevailing party in any action brought pursuant to this contract shall be entitled to recover all costs of such action, including without limitation, reasonable attorney fees.