

Ten (10) Year Wind-Proof Limited Guarantee

PGS as the original manufacturer of the steel frame, guarantees that the frame will withstand winds of 100 miles per hour for a period of ten (10) years (from the original date of purchase) without toppling, bending, or breaking with the following specifications, exceptions, limitations, and conditions.

Limitations: The PGS ten (10) Year Wind-Proof Guarantee is limited to the steel frame component only. Siding, coverings, or other accessory parts are specifically excluded and are covered by the original manufacturer warranty only, if such a warranty exists.

The PGS Wind-Proof guarantee does not protect against wind damage to the door or the door hinges of the structure. In the event of high winds, it is the buyer's responsibility to secure the Product and latch or shut door or doors properly.

Conditions: The steel frame structure must have been originally installed by PGS, and still be in the original installation location and structurally unaltered. In the event you wish to move the steel frame structure, the unit must be inspected by PGS to reinstate the PGS ten (10) year wind-proof guarantee. To reinstate the ten (10) year Wind-Proof Guarantee, Customer must contact PGS and obtain an inspection and inspection certificate. In no event shall PGS have any liability for improper installation including anchoring of the PGS unless installation was done by PGS.

Additional Limitations: Should the anchor system fail, or wind damage cause the structure to bend or break, 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 PGS product.

To submit a claim: Buyer must produce a copy of the original purchase and installation documentation to submit a claim under this Guarantee. Buyer must report the any wind caused damage within thirty (30) days of the date of damage, including a written statement containing the date the damage occurred so that wind conditions can be verified.

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 warranty 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 PGS. No representation, arrangement, or agreement not appearing herein shall be binding on PGS. This contract may not be altered or modified by Customer, except in writing signed by an Officer of 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, attorney fees.