

V-Mac Silo Warranty

V-Mac Silos has expertise with respect to supply of bulk storage equipment for use in agricultural and industrial storage of free flowing goods and is engaged in the business of selling storage equipment.

This is to warrant that all products supplied by V-Mac Silos will be free of defects in material and workmanship under normal usage and normal working conditions for a period of **2 (two) YEARS (warranty period)** after delivery, unless otherwise specifically provided in the V-Mac Silos quotation in writing. Products, equipment or services supplied by V-Mac Silos will only carry back to back warranty conditions and warranty periods provided by the original manufacturer.

In the event products or services supplied by V-Mac Silos or any part thereof prove to be defective by reason of materials or workmanship within the warranty period, V-Mac Silos shall repair, or at its sole option replace, products containing material defects due to materials or workmanship. V-Mac Silos has sole judgement on material defects and workmanship.

V-Mac Silos supplies silos for free-flowing grain storage under most modern design considerations. The load calculation in the silos follows international norms. If not otherwise stated in specific offers and order conformation these are as follows:

- Grain Loads: EN 1991-4: 2006 or
- Grain Loads: ANSI / ASAE EP433 SEP91

All delivery and shipment charges to and from V-Mac Silos shipping address will be purchaser's responsibility. Expenses incurred by or on behalf of the purchaser without prior written authorization from V-Mac Silos shall be the sole responsibility of the purchaser.

V-Mac Silos does not warrant, or shall not be liable for losses or damages arising out of circumstances not subject to its control, such as: occurrences during shipment, handling or storage; improper installation (if not completed by McAree Engineering or its Agents), use or maintenance; acts of the owner; design, engineering or installation procedures not approved by V-Mac Silos in writing.

V-Mac Silos shall not be liable for loss or damage, including without limitation damage to the contents of a structure, loss of use of a product, damage to other property.

V-Mac Silos shall not be liable for any direct, indirect, incidental or consequential damages, including, without limitation, loss of anticipated profits or benefits.

V-Mac Silos warranty is subject to periodic inspections and effective program of maintenance as laid out in the Operating Instructions. Both of which may help sustain the longevity of the products. V-Mac Silos can offer any additional services in this regard.

Exclusions:

This provision shall not apply if:

1. The Buyer fails within 2 (two) weeks of discovery of any defect to give V-Mac Silos full written details of: -
 - The description of the products or services provided under complaint. –
 - The nature of the defect in question and the circumstances in which it occurred.
 - V-Mac Silos invoice number and Buyer's purchase order number (if any).
2. Any defects are resulting from wear and tear, accident, improper use, incorrect installation, neglect or lack of appropriate maintenance of the products; or
3. Any defects are resulting from products having been adjusted, modified, adapted, or repaired by any other party except by V-Mac Silos; or
4. Any problem arising from the suitability of any products for any particular purpose or use under any specific conditions whether or not the purpose or conditions were known to V-Mac Silos; or
5. The concrete base is not up to required standard of 35 newton Concrete poured flat-level without any reinforcement in the top 8 inches of the Base. Base requirements are as those stated by McAree Engineering website www.vmacsilos.ie.

Galvanization:

V-Mac Silos warrants that all hot dip galvanized products, as supplied by V-Mac Silos will conform to EN ISO 1461 2010 'Hot dip galvanized coatings on fabricated iron and steel articles' from original black steel.

V-Mac Silos warrants that all pre-galvanized sheet is in accordance and conforms to EN 10326:2004 'Continuously hot-dip coated strip and sheet of structural steels' and EN 1993-1-1, 'Eurocode 3: Design of steel structures - Part 1-1: General rules and rules for buildings' and will be subject to the standard guarantee provided by the steel suppliers and those covered by the norms.

Technically, the life of the galvanization is regulated by the following European Standards:

EN-ISO-9223: 'Corrosion of metals and alloys - Corrosivity of atmospheres – Classification, determination and estimation'

EN-ISO-9224: 'Corrosion of metals and alloys - Corrosivity of atmosphere Guiding values for the corrosivity categories'

EN-ISO-9225: 'Corrosion of metals and alloys - Corrosivity of atmospheres Measurement of environmental parameters affecting corrosivity of atmospheres'

V-Mac Silos warrants only that its products are free from defects in materials and workmanship on the date of shipment.

This warranty does not apply to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

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- Areas subject to constant spraying of either salt (eg near coastal regions) or fresh water.
- Areas subject to fallout or exposures to corrosive chemicals, ash, fumes, cement dust or animal waste.
- Areas subject to water run-off from lead or copper flashing or areas in metallic contact with lead or copper.
- Conditions or circumstances where corrosive fumes or condensations are generated or released inside of silos.
- The silo roofs and catwalks must be kept clear of all spillages, debris, and animal waste etc and other corroding or hazardous substances. This includes and not limited to all types of steel shavings generated during installation and deposited on the silo and catwalks structure.
- Mechanical, chemical or other damage sustained during the shipment, storage, erection, or after erection.
- Damage caused by improper scouring or cleaning procedures.
- Presence of corrosive damp or materials in contact with or close proximity to the sheets.
- Deterioration of sheets caused directly or indirectly by overdriving the bolts.
- Flying, blown, or falling objects, explosion, fire, acts of god, or other similar external forces beyond V-Mac Silos reasonable control.
- Improper erection or construction methods
- Damage caused by flooring out the inside of the base ring.

White rust forms when zinc is in an environment with hydrogen and oxygen. Most frequently, it occurs when a freshly galvanized material is placed into contact with water, or hydrogen dioxide. White rust is especially likely to form on newly galvanized material. This is because the new zinc coating has not yet had the chance to form the stable oxides, and the hydrogen and the oxygen bond with the pure zinc which forms zinc hydroxide.

Additional clauses:

This warranty shall be subject to the stipulations, limitations and conditions herein after setting forth:

1. V-Mac Silo's liability for breach of this warranty shall be limited exclusively to repairing defective sheets or at V-Mac Silo's sole option, of furnishing on Free Carrier (FCA) or Ex Works (EXW), basis, sufficient replacement sheets for the defective pieces.
2. Claims must be promptly reported in writing to V-Mac Silos on time as per above clauses, and V-Mac Silos shall be given a reasonable opportunity to inspect the sheets claimed to be defective. Adequate identification of the material involved in the claim, including date of installation, invoice number and date of shipment must be established by the buyer.

3. V-Mac Silos does not warrant any part, product or material to meet local, municipal or state ordinances, codes laws or regulations, if not expressly mentioned in the offer and order confirmation.

4. The buyer shall exercise diligence in inspection of materials as received from V-Mac Silos so as to mitigate repair or replacement.

5. This warranty shall extend only to the named owner, such named owner without the written consent of V-Mac Silos may not make this warranty subject to any assignment or transfer.

6. V-Mac Silos reserves the right to terminate this warranty at any time, (except as to orders already accepted) upon the giving of written notice thereof.

7. Warranty does not cover damage or loss during shipment of the V-Mac Silos material (where delivery and installation is not completed by McAree Engineering or its Agents).

8. The obligation of V-Mac Silos under this warranty shall not arise unless V-Mac Silos is notified and the warranty is presented together with a written statement specifying the claim or failure within 2 (two) weeks after a failure is first called to the attention of the owner and not later than the expiration of the applicable warranty period.

9. V-Mac Silo's liability for missing parts is 20 (twenty) days. Materials and bundles must be checked immediately on arrival to installation site by purchaser along with the packing list provided by V-Mac Silos.

10. Where the owner has filled in the base ring of a V-Mac Silo with concrete or other material, McAree Engineering are not liable for the breaking up of the "floor" in order to effect any repairs or move the V-mac Silo.

11. Paint finish is excluded from this Warranty. McAree Engineering apply paint finish to Silos in line with Paint manufacturers recommendations. It should be noted that Paint finish is likely to degrade over time due to prevailing weather conditions and potential salt water spray near coastal regions

12. McAree Engineering are not liable for any loss caused by the failure of Load Cells, Load Cell Brackets or Load Cell Fixings which results in damage to the V-Mac Silo or contents.