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Warranty—Hopper Bottom Dry Fertilizer Bins

Constructed from 304L or 316L Stainless Steel

v20260818

1. LIMITED WARRANTY

- a. Novid Inc. ("Novid") warrants to the original purchaser ("Purchaser") that each Novid Hopper Bottom Dry Storage Bin manufactured by Novid and constructed of 304L or 316L stainless steel (the "Product") shall, under normal use, service, and operating conditions, be free from defects in material and workmanship and shall perform substantially in accordance with Novid's published specifications, subject to the terms, conditions, limitations, and exclusions contained herein.
- b. This warranty applies only to Products purchased from Novid or an authorized Novid distributor and installed within Canada or the United States.
- c. This warranty is extended solely to the original Purchaser and is not assignable or transferable without Novid's prior written consent.

2. WARRANTY PERIODS

- d. **Materials and Workmanship.**
 - i. Novid warrants the Product against defects in materials and workmanship for a period of five (5) years from the date of delivery to the Purchaser.
- e. **Structural Integrity.**
 - i. Novid warrants the primary structural components of the Product against Structural Failure for a period of ten (10) years from the date of delivery.
 - ii. For purposes of this warranty, "Structural Failure" means the permanent failure of a primary load-bearing component resulting directly from a defect in material or workmanship and rendering the Product incapable of performing its intended storage function. Structural Failure does not include:
 - cosmetic deformation;
 - denting or scratching;
 - surface staining;
 - corrosion resulting from incompatible products;
 - wear and tear;
 - foundation movement;
 - overloading;
 - improper installation;
 - environmental damage;
 - damage resulting from misuse or neglect; or
 - damage from moving the product.

3. CONDITIONS OF WARRANTY

- a. As a condition of coverage, the Purchaser shall:
 - i. Install the Product in accordance with all Novid installation instructions, engineering specifications, and applicable laws, codes, and regulations;
 - ii. Maintain adequate foundations and support structures capable of supporting all design loads;
 - iii. Operate and maintain the Product in accordance with Novid's published manuals and recommendations;
 - iv. Use the Product solely for storage of compatible dry bulk materials;
 - v. Maintain records relating to:
 - installation;
 - maintenance;
 - inspections;
 - stored materials; and

- applicable Safety Data Sheets (SDS); and
 - Promptly report any suspected defect upon discovery.
- b. **Relocating Product:** Moving, removing, or reinstalling the Product incorrectly may compromise the structural integrity of the product. Attempting to do so without prior written approval from Novid may void this warranty.
- c. Failure to comply with these requirements may void this warranty.

4. PRODUCT COMPATIBILITY AND CORROSION

- a. The Product is manufactured from premium corrosion-resistant 304L or 316L stainless steel. While 304L and 316L stainless steel provide excellent resistance to many dry fertilizers and agricultural products, no stainless steel alloy is universally resistant to all chemical environments.
- b. The Purchaser is solely responsible for determining the suitability and compatibility of any product stored within the bin.
- c. This warranty expressly excludes any damage, deterioration, corrosion, pitting, crevice corrosion, stress corrosion cracking, chemical attack, erosion, abrasion, contamination, or other material degradation caused directly or indirectly by:
- chlorides or chloride-containing compounds;
 - sodium chloride;
 - calcium chloride;
 - magnesium chloride;
 - hydrochloric acid;
 - sulfuric acid;
 - nitric acid;
 - phosphoric acid;
 - incompatible fertilizers;
 - corrosive chemical mixtures;
 - salt-laden environments;
 - coastal environments;
 - contaminated stored products; or
 - any other chemically aggressive substance.
- d. The Purchaser is responsible for obtaining professional advice regarding compatibility whenever uncertainty exists. If the Purchaser is unsure about compatibility, they should consider reaching out to a laboratory, chemist, or metallurgist for expert advice.

5. DESIGN LIMITATIONS

- a. This warranty applies only where the Product is operated within Novid's published design criteria and loading limitations.
- b. Warranty coverage shall not apply where damage results from:
- Improper venting
 - overfilling;
 - material densities exceeding design specifications;
 - bridging or plugging of material;
 - improper unloading practices;
 - impact damage;
 - vibration from auxiliary equipment;
 - unauthorized attachments;
 - excessive wind loading;
 - excessive snow or ice loading;
 - seismic events;
 - flooding;
 - fire;
 - explosion;
 - lightning;
 - hail;
 - vandalism; or
 - any other force majeure event.

6. EXCLUSIONS

This warranty does not cover:

- a. **Normal Wear.** Normal wear and tear, cosmetic defects, discoloration, staining, scratches, dents, abrasion, or appearance-related conditions.

- b. **Third-Party Components.** Motors, conveyors, sensors, electrical equipment, aeration systems, valves, gates, controls, or other third-party supplied components, which shall be covered only by the original manufacturer's warranty, if any.
- c. **Improper Installation or Modification.** Damage arising from:
 - improper installation;
 - relocation of the Product;
 - unauthorized repairs;
 - welding;
 - cutting;
 - drilling;
 - structural modifications; or
 - use of non-Novid components affecting structural performance.
- d. **Foundation or Site Conditions.** Damage caused by:
 - settlement;
 - heaving;
 - subsidence;
 - inadequate drainage;
 - foundation failure; or
 - improper site preparation.
- e. **Corrosion and Chemical Attack.**
 - i. Notwithstanding any other provision of this Warranty, Novid shall have no liability for any corrosion, pitting, crevice corrosion, galvanic corrosion, stress corrosion cracking, chemical attack, erosion, abrasion, contamination, staining, surface deterioration, or structural degradation arising directly or indirectly from:
 - storage of incompatible materials;
 - failure to clean the Product between material changes;
 - improper operating conditions; or
 - any condition outside Novid's published specifications.
 - ii. The burden of establishing that corrosion-related damage resulted solely from a defect in materials or workmanship shall rest with the Purchaser.

7. WARRANTY CLAIM PROCEDURE

- f. The Purchaser shall submit all warranty claims through Novid's [online warranty claim system](#) within thirty (30) days after discovery of the alleged defect. All required fields and supporting documentation identified in the online claim form must be completed and submitted before a claim will be considered.
- g. Novid reserves the right to inspect the Product before determining warranty coverage.
- h. Novid reserves the right to request samples, SDS documentation, laboratory testing, or metallurgical analysis when investigating any claim involving corrosion, material degradation, or product compatibility.
- i. No repairs shall be undertaken without Novid's prior written authorization. Any repair work completed prior to Novid's authorization will not be honored.

8. ACCESS REQUIREMENTS

- a. The Purchaser shall provide Novid with safe and reasonable access to the Product for inspection and repair.
- b. Prior to inspection or repair, the Purchaser shall, at its expense:
 - empty the Product;
 - clean the Product;
 - isolate the Product from service;
 - provide safe access; and
 - comply with all confined-space and occupational health and safety requirements.
- c. Novid shall not be responsible for costs associated with unloading, cleaning, product removal, disposal, or site preparation.

9. EXCLUSIVE REMEDY

- a. If Novid determines that a valid warranty claim exists, Novid shall, at its sole option:
 - repair the defective component;
 - replace the defective component;
 - replace the Product; or
 - refund the original purchase price paid for the defective component or Product.

- b. The foregoing remedies constitute the Purchaser's sole and exclusive remedies.
- c. Replacement components shall be warranted only for the remainder of the original warranty period.

10. LIMITATION OF LIABILITY

- a. To the maximum extent permitted by law, Novid shall not be liable for:
 - loss of profits;
 - loss of use;
 - loss of product;
 - contamination of stored materials;
 - business interruption;
 - environmental damage;
 - loss of production;
 - transportation expenses;
 - labour costs;
 - removal or reinstallation costs;
 - consequential damages;
 - indirect damages;
 - incidental damages;
 - special damages; or
 - punitive damages,
 - whether arising in contract, tort, negligence, strict liability, or otherwise.
- b. Novid's total liability shall not exceed the original purchase price of the Product giving rise to the claim.

11. DISCLAIMER OF OTHER WARRANTIES

- c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOVID MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.
- d. NOVID EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR PERFORMANCE.
- e. NO DEALER, DISTRIBUTOR, REPRESENTATIVE, OR EMPLOYEE OF NOVID IS AUTHORIZED TO MODIFY OR EXTEND THIS WARRANTY.

12. GOVERNING LAW

- a. This warranty shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without regard to conflict of law principles.
- b. Any dispute arising under this warranty shall be brought exclusively before the courts having jurisdiction in the Province of Manitoba.