

TRACHTE[®] [Duration] Limited Warranty

I. Trachte, Inc.'s Warranty

This is to certify that Trachte, Inc. ("Trachte") warrants to the original End User of the building and Subsequent Owners during the Term, as those terms are defined below (collectively, the "Purchaser"), that its building number ____ (the "Building"), located at ____ (the "Location"), is free from defects in material and workmanship and will remain free from such defects during ordinary use and service, meaning use as recommended by Trachte, Inc. and service using the standard of care of professionals in the industry of the service provider. If the Building should be defective in any part or component, when installed, or if the structure should develop defects within the Term, Trachte will, except as provided herein, in the methods it determines to be necessary and appropriate, in its sole discretion, replace or repair, at its sole option, any such defective part or component, or otherwise remedy the defect at its own cost and expense. "End User," as used above, shall mean the first individual or entity purchasing the Building primarily for use rather than resale. "Subsequent Owners," as used above, shall mean successor owners of the Building and the Location during the Term, but not a successor owner of the Building after the Building has been moved from the Location.

II. Term

This warranty shall commence upon the initial installation of the Building by or on behalf of the original End User at the Location (the "Commencement Date") and shall continue for a period of two years unless terminated or voided pursuant to the terms herein (the "Term"). The Commencement Date shall be the date upon which possession of the Building was first transferred to the End User. Trachte shall have the right to request documentation from the End User evidencing the date the Building was originally installed. If End User fails to provide such documentation to Trachte upon request, this Warranty shall be void.

III. Notice of Claim

Purchaser shall give written notice to Trachte at the address provided herein of any alleged defect within thirty (30) days of discovery of such defect and shall, in such written notice, provide Trachte with details regarding the alleged defect including, without limitation, known causes thereof ("Warranty Claim"). Upon receipt of a Warranty Claim, Trachte will send a representative to the Building Location for an inspection and Purchaser shall cooperate fully with this inspection and related investigation. If, upon inspection, Trachte determines the defect is not covered by this warranty for any reason, Purchaser shall, at Trachte's option, be liable for all expenses incurred by Trachte in conducting the inspection including, without limitation, reasonable travel expenses.

IV. Disclaimer

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY TRACHTE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER SHALL ALSO APPLY TO ALL SUCH IMPLIED WARRANTIES WITH RESPECT TO THIRD PARTY COMPONENTS.

V. Limitations of Warranty

The two year warranty on all components of the Building manufactured or installed by third party vendors, including, without limitation, the electrical system and HVAC, will only apply if not limited by the original manufacturer's warranty, in which case the manufacturer's warranty shall apply and this warranty shall have no bearing on said third party component. Trachte shall have no obligations with respect to such third party components.

VI. Exclusions

The warranty and obligations stated herein shall not apply to:

- (A) Defects caused by work performed or alterations made to the Building by anyone other than a Trachte employee or party explicitly approved by Trachte in writing to perform the alterations.
- (B) Defects caused by installation at the Location by anyone other than Trachte, if such installation was done improperly or in any manner that would affect adversely the Building's stability, reliability or useful life.
- (C) Defects caused by acts of God, inadequate electrical/power supply, fire, theft, vandalism, water, abuse, mis-use, accidents, riot or work done by others.
- (D) Defects caused by Purchaser's abuse or neglect.
- (E) Defects caused as a result of heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or similar cause.
- (F) Defects caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
- (G) Defects caused during any move, transportation, relocation or re-siting of the Building by any party other than Trachte or other party explicitly approved by Trachte in writing.

VII. Limitation of Remedies

Should a court of competent jurisdiction find the limited warranty set forth above breached, Trachte's only obligation shall be to, at its sole option, either repair or replace the Building. If, and only if, the foregoing remedy fails of its essential purpose, Trachte shall, in exchange for return of the Building by Purchaser at its sole expense, including all shipping costs, refund the Building's original purchase price to Purchaser and under no circumstances shall Trachte's liability exceed this amount.

VIII. Limitation of Liability

Trachte shall not be liable to Purchaser for special, indirect, incidental, consequential or punitive damages under any circumstances whatsoever. This limitation applies to all legal theories under which damages may be sought, and will apply even if any remedy fails of its essential purpose.

IX. Merger

This warranty is the complete, exclusive and final agreement of the parties with respect to the quality or performance of the Building and any and all warranties and representations.

X. Nor Oral Modifications or Waivers

No modification of this warranty shall be effective unless in writing and executed by an authorized representative of Trachte and the Purchaser. No waiver of the terms of this warranty by Trachte shall be effective unless in writing and executed by a Trachte authorized representative.

XI. Governing Law

This warranty and the rights and duties of the parties hereunder shall be governed by the internal laws of the State of Wisconsin. Purchaser acknowledges that this warranty has sufficient ties with the State of Wisconsin for any state action brought hereunder to be properly venued in Dane County Circuit Court, Wisconsin and any federal action in the Federal Court of the Western District of Wisconsin.

<p><u>Project Information</u></p> <p>Project Name: _____</p> <p>Project Location: _____</p> <p>Trachte Building No.: _____</p> <p>Building Owner: _____</p>
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Trachte, Inc.



Ron Trachte,
Vice President