



## PODROOF®

Podroof, Inc., D/B/A Shield Roof Solutions

# Terms and Conditions

### 1. Purpose

- a. For the purchase of a Podroof kit by the customer and delivery by Shield Roof Solutions/Podroof.
- b. The vendor shall be Shield Roof Solutions/Podroof Inc. and known herein as Shield.
- c. The customer shall be whatever entity indicates they wish to purchase the product by issue of an order and submittal of a payment.
- d. Shield sells kits of materials only. Shield does not erect the kits and is neither builder nor contractor.

### 2. Acceptance

The issuance of an order and payment or accepted payment terms will constitute acceptance of these terms as published at that time.

### 3. Suitability for purpose

- a. A Podroof kit is a steel roof structure intended to be mounted on shipping containers.

It is not intended as a free-standing structure.

- b. Podroof kits are designed to suit the customer's requirements as they indicate.

This includes structural adequacy in terms of wind rating and snow load requirements for the site and purpose intended. Shield will make its best attempt to determine these requirements but ultimately it is up to the

customer to ensure that they request suitable requirements and accurately describe the intended usage. This includes determining the local building codes and communication with the local authority.

#### 4. Engineering

- a. All Podroof kits are designed and produced to engineering guidelines determined in consultation with a structural engineer.
- b. If required, Shield can assist with obtaining a structural engineering certificate to be provided for an ordered Podroof kit which may result in an additional charge. In the case that Shield doesn't have a relationship with an engineer licensed in the state where the kit will be used, the necessary information can be provided to an engineer determined by the customer. The customer will work directly with the engineer and be responsible for direct payment to him.
- c. Podroof kits are designed according to the requirements of the original intended use location. If the kit is moved to a new location, the customer needs to verify that the original requirements are still sufficient. If they are not sufficient for the new location, the kit should not be used. You may contact Shield for assistance in determining the ratings of your kit.

#### 5. Delivery

Two deliveries will generally be made for each order.

- a. The structural components will be delivered by flatbed truck. The customer will be advised of the expected loading date as soon as it's available. Our shipping department will contact the customer to arrange delivery.
- b. The small components such as hardware and brackets will be sent by common truck carrier. Shield will advise the customer of the shipment number, details (weight & size) and estimated arrival date as soon as it's available.
- c. If the customer's site is not accessible on the day of delivery, they're unable to perform unloading or they have not provided sufficient directions for the driver to find the site, then the goods will be returned to our facility pending a future attempt at delivery. The goods will then be considered on hold and fees may apply for storage and/or re-delivery.
- d. The customer or receiver is responsible for the unloading of all shipments.

## 6. Incorrect supply

- a. If any components of a Podroof kit are shown to have been supplied incorrectly, we will supply appropriate replacements at our expense in a timely manner.
- b. Incorrectly supplied components remain the property of Shield and must be returned to us at our request. If we request return of these parts, we will pay the related expenses.

## 7. Missing items

- a. All shipments must be compared to the supplied parts list to confirm full receipt of your order. Shield must be advised as soon as possible of any missing parts. Any delay in reporting could invalidate a claim against the freight company or us.
- b. If a package is broken or damaged in any way the driver should be notified and a notation needs to be made on the receipt document. Photos need to be taken before unpacking. Please report this information to Shield directly as soon as possible.
- c. Any items found to be missing will be replaced by Shield at no charge when reported within 30 days of shipment receipt.

## 8. Installation

- a. Shield does not construct or install its products.
- b. In all cases, the proper assembly, construction and installation of the Podroof kit is the responsibility of the customer.
- c. Shield provides manuals, diagrams and parts information to assist in the installation process.
- d. Improper installation/construction may result in your warranty becoming void and declining of any claims.
- e. Ground anchors or other method for securing the shipping containers to the ground are required for proper installation and to receive warranty benefits.
- f. If Shield recommends an installer, this does not imply any warranty by Shield for their suitability, competency or the work completed.

g. Shield does not obtain building or development permits, approvals or clearances which may be required.

## 9. Costs incurred

- a. No claim for costs incurred by the customer will be considered for payment by Shield unless we are advised of the issue prior to the expenditure and agree to it in writing.
- b. Shield reserves the right to rectify any issue at its own expense and by its own methods.

## 10. Warranty

- a. Shield will repair or replace worn parts of your Podroof kit for a period of 20 years from the date of purchase.
- b. We do not hold responsibility for any installation related issues including, but not limited to, parts which are ruined by the customer or installer.
- c. The warranty will not be valid for damage due to weather conditions which exceed the design capabilities.
- d. Improper installation/construction may result in your warranty becoming void and declining of any claims.
- e. If your Podroof kit is used in a location other than the original use location, and the design ratings do not fulfill requirements for the new usage area, the warranty will no longer be valid.

## 11. Return Policy

- a. Shield does not accept returns.
- b. We'll replace any incorrect parts, supply missing parts and otherwise make any corrections necessary to make your roof kit usable as intended.

## 12. Communication

- a. All communication by e-mail shall be deemed "in writing" for legal purposes.
- b. Information provided verbally by either Shield or the customer shall be considered incidental unless confirmed in writing.