

## **Near-Absolute Protection**

*“Having a safe room in your home or small business can help provide near-absolute protection for you and your family or employees from injury or death caused by the dangerous forces of extreme winds. Near-absolute protection means that, based on our current knowledge of tornadoes and hurricanes, the occupants of a safe room built and installed according to the guidance in this publication will have a high probability of being protected from injury or death.” FEMA – P 320 - 2008*

## **Lifetime Storm Damage Replacement Benefit**

For the life of this product and to the original purchaser, the manufacturer will replace any structurally damaged components (excluding accessories) of the Safe Room resulting from a NOAA (National Oceanic and Atmospheric Association) confirmed tornado missile impact. This replacement benefit does not include labor to replace the components, cosmetic damages to any surface, or shipping. For this benefit to be valid this Safe Room must have been properly installed (or if moved properly reinstalled) per all the manufacturer’s guidelines, and affixed with a valid NSSA (National Storm Shelter Association) Type 4 Seal (for its current location) which was obtained from the manufacturer. This replacement benefit is not transferable to anyone beyond the original purchaser.

To obtain this benefit, the owner of the Safe Room must also allow the Manufacturer (or its representative) onsite to inspect the structurally damaged components if requested. The owner must also agree in writing to allow manufacturer to take photographs of the Safe Room and to use these photographs and story for marketing purposes at its sole discretion.

In the event you have a claim under this benefit, you must notify the manufacturer in writing either via US mail or electronic mail. All transportation charges, damage, or loss incurred during transportation of parts submitted for replacement or repair under this benefit shall be borne by the purchaser. Should you have any questions concerning this benefit, please contact us toll-free at 1-800-222-8183. The model number, serial number, date of purchase, NSSA Type 4 Seal Number and the name of the authorized dealer from whom you purchased the product will be needed before any benefit claim can be processed.

To maintain this replacement benefit the original owner must perform the following:

1. During installation the original owner must follow all manufacturer’s installation guidelines, checklists and inspection requirements as needed to obtain the NSSA’s (National Storm Shelter Association) Type 4 Seal which is outlined here:
  - a. This tornado safe room was designed, tested and manufactured by a Producer Member of the National Storm Shelter Association (NSSA) in accordance with FEMA, ICC, and NSSA requirements, but may have been assembled and/or installed outside of the control of the Producer Member. The manner, in which this safe room is installed, including the foundation to which this safe room is affixed, is integral to the

successful performance of this product under extreme weather conditions. The manufacturer has provided detailed Installation Instructions, including an Installation Checklist and an Inspection Checklist. Installation must be in strict accordance with these instructions. The National Storm Shelter Association (NSSA) and the Producer Member recommend that the owner or their representative arrange for inspection by a Qualified Inspector immediately upon installation of this shelter. A Qualified Inspector is defined as either a local building inspector or the authority having jurisdiction where the safe room is installed, a registered architect, a professional engineer, a licensed professional inspector, or the NSSA Producer Member or his qualified safe room installer or qualified technical representative. The Inspector should complete the Inspection Checklist, and this Checklist should be returned to the Producer Member. Upon receipt of the completed Checklist, the Producer Member will issue a Type 4 NSSA Seal to affix to the shelter to confirm that the shelter meets all FEMA, ICC, and NSSA standards. We encourage you to contact the manufacturer of this shelter with any questions that you may have.

- b. If the original purchaser removes the Safe Room from its originally installed location all warranties and benefits are immediately null and void. However, if the original owner follows all the required installation, inspection and certification procedures at the new location then the replacement benefit can be reinstated.

**FAILING TO FOLLOW ALL THE INSTALLATION, INSPECTION AND DOCUMENTATION PROCEDURES REQUIRED TO OBTAIN THE NSSA TYPE 4 SEAL THE SAFE ROOM MAY NOT DELIVER THE NEAR-ABSOLUTE PROTECTION IT WAS DESIGNED TO PROVIDE AND WILL MAKE ALL BENEFITS PROVIDED TO THE PURCHASER UNDER THE SAFE ROOM LIMITED WARRANTY AND LIFETIME STORM DAMAGE REPLACEMENT BENEFIT NULL AND VOID.**

## **5 Year Manufacturer's Limited Warranty**

The manufacturer's limited warranty to the original consumer purchaser is as follows: The Safe Room is free from defects in materials and workmanship for a period of five (5) years from the date of purchase by the original consumer purchaser. The manufacturer will repair or replace, at its discretion, parts found to be defective due to materials or workmanship only.

To exercise this limited warranty the owner must allow the manufacturer (or its representative) at its discretion to inspect the Safe Room onsite. Failure to allow this inspection will void the warranty. Upon inspection, the manufacturer will determine if the damaged or malfunctioning components will be repaired or replaced.

## **Limitations and Exclusions**

This limited warranty is subject to the following limitations and exclusions:

- 1) Limitation - This limited warranty applies only to products which have been properly assembled, adjusted, and operated in accordance with the instructions contained within this manual. This limited warranty does not apply to any product that has been subject to alteration, misuse, abuse, improper assembly or installation, shipping damage, or to normal wear of product. This limited warranty does not apply to damage caused by any act of man or any natural event.
- 2) Exclusions - Excluded from this limited warranty are: Normal wear, normal adjustments, and normal maintenance. Small damage to the powder coat finish that may have occurred during shipping, installation, or from normal wear and tear. To reduce the likelihood of rusting, the owner should repair any damage to the powder coat finish as soon as possible. This limited warranty is not transferable to anyone beyond the original purchaser.

In the event you have a claim under this limited warranty, you must notify the manufacturer in writing either via US mail or electronic mail. All transportation charges, damage, or loss incurred during transportation of parts submitted for replacement or repair under this limited warranty shall be borne by the purchaser. Should you have any questions concerning this limited warranty, please contact us toll-free at 1-800-222-8183. The model number, serial number, date of purchase, NSSA Type 4 Seal Number and the name of the authorized dealer from whom you purchased the product will be needed before any limited warranty claim can be processed.

**THIS LIMITED WARRANTY DOES NOT APPLY TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY IMPLIED WARRANTIES ARE LIMITED TO THE SAME TIME PERIODS STATED HEREIN FOR ALL EXPRESSED WARRANTIES.** Some states do not allow the limitation of consequential damages or limitations on how long an implied warranty may last, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may have other rights, which vary from state-to-state. This is a limited warranty as defined by the Magnuson-Moss Act of 1975.