

FALCON STRUCTURES LIMITED WARRANTY

1. PERIOD - For one year following completion of production, Falcon Structures warrants that the products it produces will be free from defects in material and workmanship, fit for the ordinary purpose for which such products are to be used, and fit for normal use.
 - a. NOTE: *UNLESS OTHERWISE AGREED IN WRITING, THE WARRANTY PERIOD DOES NOT BEGIN WHEN THE PRODUCTS ARE DELIVERED OR SET TO WORK.*
 2. LIMITATION OF LIABILITY - Falcon Structures' liability shall be limited to the replacement of defective parts Free On Board (FOB) manufacturing plant. The customer is responsible for shipping the defective product(s) and/or containers to and from Falcon Structures' facility at their own expense.
 - a. NOTE: *FALCON STRUCTURES, SOLELY AT ITS DISCRETION, MAY PERFORM WARRANTY SERVICES AT THE CUSTOMER LOCATION WITH ITS EMPLOYEES OR CONTRACTORS. WARRANTY SERVICES MAY NOT BE OFFERED IF THE PARTS ARE NOT REASONABLY ACCESSIBLE.*
 - b. NOTE: *THE CUSTOMER MUST CONTACT FALCON BEFORE ANY WARRANTY WORK IS PERFORMED. IF THE CUSTOMER REPAIRS AN ISSUE WITHOUT PRIOR APPROVAL FROM FALCON, FALCON WILL NOT REIMBURSE THE CUSTOMER FOR ANY UNAPPROVED EXPENSES.*
 - c. NOTE: *THE CUSTOMER MUST UTILIZE ADEQUATE CLIMATE CONTROL, IF AVAILABLE, TO MITIGATE ADVERSE ENVIRONMENTAL EFFECTS.*
 - d. NOTE: *ANY POST-DELIVERY PENETRATIONS OF THE CONTAINER WALLS WILL VOID ALL WARRANTIES AGAINST INTERNAL WATER LEAKS.*
 - e. NOTE: *ANY POST-DELIVERY MODIFICATIONS OF THE EXTERNAL ELECTRICAL PANEL WILL VOID ALL WARRANTIES OF ALL ELECTRICAL COMPONENTS.*
 - f. NOTE: *FALCON STRUCTURES' WARRANTY DOES NOT EXTEND TO ANY ITEMS MODIFIED IN ANY WAY BY THE CUSTOMER OR THEIR CONTRACTOR(S).*
 - g. NOTE: *THE CUSTOMER IS RESPONSIBLE FOR PROVIDING A LEVEL AND STABLE SURFACE FOR THE CONTAINER. ANY WARRANTY CLAIMS AGAINST DOORS AND WINDOWS MUST BE ACCOMPANIED BY AN ASSURANCE THAT THE CONTAINER HAS BEEN VERIFIED TO BE LEVEL WITHIN 0.25 INCHES DIAGONALLY.*
 3. ADJUSTMENTS - Falcon Structures produces products in general compliance with the customer-approved shop drawings, but Falcon Structures reserves the right to unilaterally adjust as necessary to best suit the needs of the project.
 4. THIRD PARTY ITEMS - Falcon Structures' does not warrant equipment that is not manufactured by Falcon Structures including, but not limited to, air conditioners and water heaters. To the extent possible, Falcon Structures will transfer the manufacturer's warranty to the customer.
 - a. NOTE: *THE MANUFACTURER'S WARRANTY TIME PERIOD MAY NOT ALIGN WITH FALCON STRUCTURES' WARRANTY TIME PERIOD.*
- DELIVERY - Falcon Structures warrants its materials and workmanship against damage incurred during the product's delivery until the last point of customer paid delivery.
- a. FREE ON BOARD (FOB) ORIGIN/EX WORKS (EXW) FALCON – Falcon Structures is responsible for repairing any damage to the project only until the point at which the project components are loaded on a vehicle.
 - b. FOB DESTINATION/DELIVERED AT PLACE (DAP) DESTINATION – Falcon Structures is responsible for repairing any damage to the project only until the project components are at the designated location and available for unloading by customer-arranged means.
 - c. DELIVERED AT PLACE UNLOADED (DPU) DESTINATION – Falcon Structures is responsible for repairing any damage to the project only until the project components are at the designated location and unloaded from the delivery vehicles and placed in the specified location.
- WARRANTY CLAIMS – To obtain warranty service, the customer must contact Falcon Structures to determine the problem and the most appropriate solution. The customer may be directed to fill out a form on the Falcon Structures website. The customer has a duty to mitigate any damages to minimize the extent of the warranty claim. The customer must provide contemporaneous photographs of the exterior and interior of the container, including detailed photographs of the area claimed to be damaged.
- a. Warranty claims will be handled on a schedule unilaterally determined by Falcon Structures. All claims will be acknowledged and responded to within one business day.
 - b. To make a warranty claim for FOB ORIGIN/EXW FALCON deliveries, the customer must provide photographic evidence of any damage prior to the departure of the materials from the Falcon Structures facility.
 - c. To make a warranty claim for FOB DESTINATION/DAP deliveries, the customer must provide photographic evidence of any damage due to shipping before the materials are removed from the delivery vehicle. Otherwise, the transportation company will avoid taking responsibility for said damage.
 - d. If Falcon Structures determines upon inspection of the claimed damage that the damages are not covered by

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this warranty, Falcon Structures may, at its sole discretion, submit an invoice to the customer for all expenses incurred with regards to the faulty warranty claim.

7. WARRANTY REPAIRS – Warranty repairs have a 30-day limited warranty period unless otherwise agreed in writing.