



300 Ponchatoula Parkway
Ponchatoula, LA 70454

Ph: 985-386-6000
Fax: 985-386-9066

sales@jmicovers.com
jmicovers.com

LIMITED WARRANTY

1. Warranty Coverage

J&M Industries, Inc. and JMI Covers, LLC (collectively, "J&M") warrant to the original purchaser that their respected products are free from defects in materials and workmanship at the time of purchase. The sole remedy for a breach of this limited warranty is repair or replacement, at the sole discretion of J&M, of the product. Replacement or repair of products will only be provided if written notification of the defect is received by J&M management or sales personnel within 30 days of shipment.

Replacement of any missing products (including, but not limited to, zip ties, cable ties and/or ratchets) will only be provided if written notification of the missing products is received by J&M management or sale personnel within 30 days of shipment.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, J&M UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY J&M, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

The products are sold for commercial or industrial use only. THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

2. Exclusions from Warranty Coverage

This limited warranty covers normal use of the products and J&M does not warrant and is not responsible for:

- (1) Damage caused by failure to provide a suitable installation or operating environment for the products and/or accessories (including, but not limited to, damages caused by abuse of the products by machinery, equipment or people; excessive pressure or stress from any source; and exposure to harmful chemicals, insects or animals);
- (2) Damage during shipment, other than original shipment to you if J&M's carrier is used;
- (3) Damage caused by an act of God or a disaster such as piercing hail, wind, tornadoes, fire, flood, earthquake, or lightning;
- (4) Damage caused by unauthorized attachments, alterations, modifications or foreign objects;
- (5) Damage caused by the use of the products or accessories for purposes other than those for which they are customarily used;
- (6) Damage from improper installation or maintenance (other than installation or maintenance provided by J&M);
- (7) Damage caused by any other abuse, misuse, mishandling, or misapplication; or
- (8) Accessories or other products or services of companies other than J&M.

3. Limitation of Liability

IN NO EVENT SHALL J&M (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE “J&M AFFILIATES”) BE LIABLE UNDER ANY CIRCUMSTANCE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY YOU TO THIRD PARTIES, EVEN IF J&M OR ANY OF J&M AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

IN NO EVENT SHALL J&M OR ANY J&M AFFILIATE BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY YOU HEREUNDER. YOUR SOLE REMEDY AGAINST J&M OR ANY J&M AFFILIATE IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID, PURSUANT TO THE “DISPUTE RESOLUTION” SECTION, UPON THE PAYMENT OF WHICH J&M OR ANY J&M AFFILIATE SHALL BE RELEASED FROM AND DISCHARGED OF ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU.

4. Dispute Resolution

Any claim, dispute or controversy arising out of, related to, or in connection with, directly or indirectly, this Limited Warranty, or the performance, enforcement, breach, termination, validity or interpretation (including, without limitation, settlement and resolution of the scope of these arbitration provisions) of this Limited Warranty, shall be settled by binding arbitration conducted in New Orleans, Louisiana before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association (the “AAA Commercial Rules”) and, to the extent not inconsistent therewith, the Federal Arbitration Act (9 USC §§ 1 et seq.); provided, that the arbitrator shall have no less than the powers granted to arbitrators under the Federal Arbitration Act. The arbitrator shall be an individual with at least ten (10) years of experience with agricultural grain covers. The arbitrator shall have the authority to require specific performance or impose other equitable relief hereunder, as well as imposing money damages and awards of attorneys’ fees to the prevailing party. The arbitrator’s award shall be a “simple” award (which may, but need not, contain orders to perform, do or not do anything) and so shall not have any written reasons or findings of fact. While the existence of the arbitration proceeding is not required to be kept confidential, the arbitration proceedings, and any materials or information exchanged between the Parties, or otherwise produced, for or during the arbitration proceedings, shall be kept and maintained private and strictly confidential; provided, that, for the avoidance of doubt, the forgoing neither enhances nor restricts the right of any Party to discovery or to resist discovery. The right, if any, to discovery shall be as provided in the AAA Commercial Rules without resort to any other state or federal law. Judgment by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall not use,

and this "Arbitration" section hereby expressly negates, amiable compositeur, ex aequo et bono, and "natural justice and equity."

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THAT RIGHT AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION.

5. Governing Law

Both you and J&M consent to the application of the laws of the State of Louisiana to govern, interpret, and enforce all of your and J&M's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Limited Warranty, without regard to conflict of law principles.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.