

**dryrainge™**



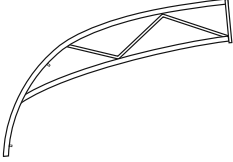
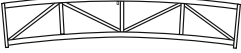
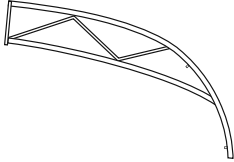

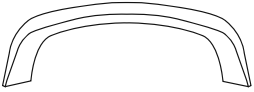

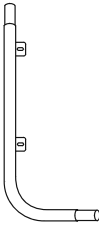
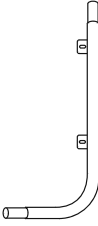
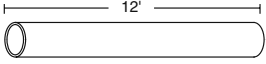
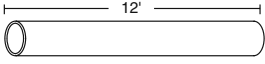
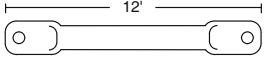
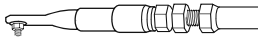


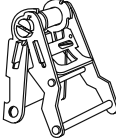
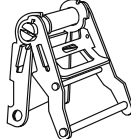
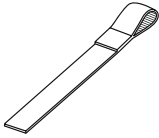
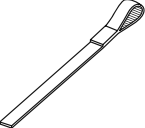
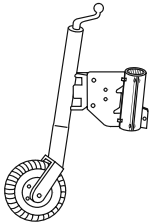
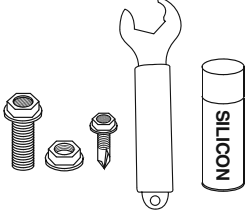
## Owner's Manual

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# Dryrainge Components

			
Left Truss (2)	Center Truss (2) (3 person only)	Right Truss (2)	Banner
			
Cover	Back Drop (optional)	Left Leg (2)	Right Leg (2)
			
Leg Base (2)	Pipe Pocket (2)	Cross Brace 3 Person (8) - 2/1 Person (7)	Extender 3 Person (5) - 2/1 Person (3)
			
Anchor (4)	Ground Tool	1" Ratchets (8)	2" Ratchets (4)
			
2" Strap (4)	1" Strap (4)	Wheel Assembly (optional)	Nuts/Bolts/Screws/Wrench

## Congratulations on your purchase of a Dryrainge™ tee line shelter

We believe your new dryrainge™ is a wise choice offering you the ultimate protection from the elements for years to come.

### ***Improper Assembly, Anchoring and Maintenance may invalidate warranty.***

Do not assemble your dryrainge™ without thoroughly reading this manual and Warranty Terms and Conditions. Keep the manual and warranty Terms and Conditions of use for future reference.

#### **Warranty Hi-lites:**

- 3 year limited warranty, excluding standard usage items.
- Warranty void if damage occurs from:
  - winds in excess of 50 mph
  - snow
  - hail or freezing rain
  - improper installation
  - improper or incomplete anchoring - including anchoring in poor friction soil conditions (sand or marsh)
  - optional back mesh piece left installed in winds > 25mph

To ensure proper installation and warranty coverage please take digital photos of the critical areas we have identified below. This will ensure us that your product has been properly assembled and is properly anchored:

1. Full frame outside front photo
2. Full frame outside back photo
3. Full frame outside side (both sides) photos
4. Outside anchor and ratchet installation (each outside corner). From this photo we will determine: anchors are properly inserted in the ground; each anchor ratchet (large ratchet) is secured with two self-tapping screws; the ratchet webbing is properly installed and attached to the anchor.
5. Inside front center: stand at the back center of the dryrainge and photograph the front orange center triangle (used for alignment purposes).
6. Inside back center: stand at the front center of the dryrainge and photograph the back orange centering triangle.
7. Inside ratchet installation: standing one pace back, photograph each ratchet inside the dryrainge. From these photos we will determine if the inside ratchets are properly attached (one self-tapping screw in bottom screw hole - for each inside ratchet) and the webbing is correctly woven through the ratchets.

Send the photos via email to [dryrainge@dryrainge.com](mailto:dryrainge@dryrainge.com). Once we receive and review the photos we will immediately notify you with respect of your set-up. If your installation is acceptable your warranty coverage will begin at this time. If not, we will inform you of the necessary corrections required. **YOUR WARRANTY COVERAGE BEGINS ONLY WITH OUR APPROVAL.**

# A. Maintenance Schedule

## 1. INSTALLATION INSPECTION – FIRST WEEK

1. Steel – seal all surface penetration marks with a sealant or high zinc content paint.
2. Belting – check for premature belting wear and ensure tightness.
3. Ratchets – ensure all ratchets in lock mode (see Ratchet Use - pg. 15).
4. Anchors – ensure anchors secured properly at all times (see Anchoring - pg. 14).
5. Cover – ensure tight. Check for signs of stress or wear. If necessary, ease off cover tension by adjusting ratchets. Let off tension by slightly releasing ratchets.

## 2. REGULAR MAINTENANCE

1. Repeat above "Installation Inspection – First Week" monthly and every time the unit is assembled or moved.
2. If moving unit ensure width of dryrainge™ remains unchanged. 3 person – 33'; 2 person – 25'; 1 person – 15'.
3. If you have purchased the optional wheel assembly, ensure tires inflated to proper pressure.

## 3. GENERAL

1. Fabric Cover
  - i) Clean with water and non-abrasive soap. Do not use solvents or chemicals.
  - ii) For winter storage (where necessary) the cover must be stored in a clean and dry area.

## 4. ACCIDENTAL DAMAGES

Fabric – sharp objects can puncture and damage your dryrainge™ cover. Do not attempt to seal or repair with conventional materials. Call Dryrainge™.

Damage under 4": A cover repair kit is available from your distributor.

Structure – Document and report any damage to the steel structure or components immediately. Perform any temporary or emergency repairs as determined. Replace or repair damaged components as determined. Call Dryrainge™.

Other – Any fabric or structural irregularities not resulting from accidents or extreme weather should be documented and reported immediately. Call your distributor.

## B. Required Tools

1. Hand drill (cordless preferable) with 5/16" and 9/16" socket.
2. 3/4" socket and ratchet wrench.
3. 3/4" wrench.
4. 9/16" wrench.
5. Scissors.
6. 50' measuring tape

## C. Erecting the Steel Framework

### 1. IDENTIFY AND LAY OUT THE TRUSS PIECES

Each arch requires 1 left and 1 right leg truss and 1 center truss. Lay out each truss flat on the ground to create two arches.

**NOTE: The 2 and 1 person models do not have the center truss.**

**NOTE: Ensure extrusion opening (aluminum attached on top of galvanized truss) all face the same direction.**

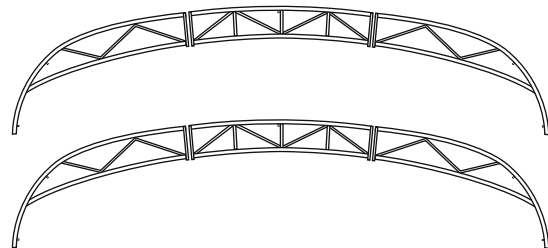
### 2. CONNECT (BOLT) THE TRUSS PIECES TOGETHER

i) while on the ground, assemble each truss using 3/4" nuts and bolts provided. Bolt in holes #2 and #3 (see Fig. 1).

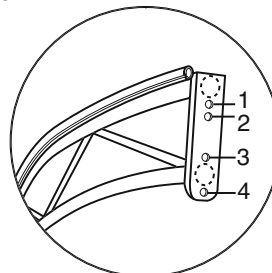
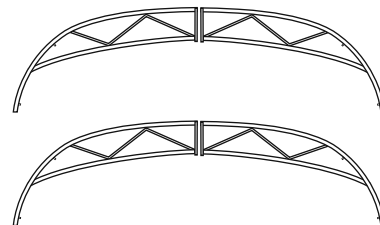
ii) Ensure truss coupling plates on connected trusses align.

iii) **Tighten securely.**

3 Person Model



2/1 Person Model



Truss Coupling Plate

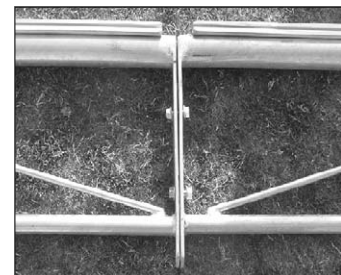


Fig. 1

## C. Erecting the Steel Framework *cont...*

### 3. ATTACH EXTENDERS

*3 person dryrainge™*

*5 extenders required for assembly*

*2 person dryrainge™*

*3 extenders required for assembly*

i) Lift to vertical one side of assembled truss. One crew member required to hold vertical (see Fig. 2)

**Note:** *Ensure extrusion openings on the top of each truss face inward (towards other truss) .*

ii) Ensure all extenders are in the open position (see Fig. 3).

#### Three Person

For 2 and 1 person dryrainge™ assembly go to "Two Person/One Person" on page 7.

i) Connect (bolt) extenders, using  $\frac{3}{4}$ " nuts and bolts provided, in position B, C, D, E and F (see Fig. 4).

ii) Positions C and E are in Hole #1 of truss coupling plate (see Fig. 1).

**NOTE:** *Ensure the travel end of the extenders are not all bolted on same side.*

iii) Tighten nuts and bolts securely on all extenders.

iv) Lift the other assembled truss to vertical. Move directly across from already vertical truss.

**CHECK:** *Opening of aluminum extrusion on top of each truss faces inward (towards the other truss).*

v) Connect (bolt) other end of extenders to position B, C, D, E and F on opposite truss using  $\frac{3}{4}$ " nuts and bolts.



Fig. 2



Fig. 3

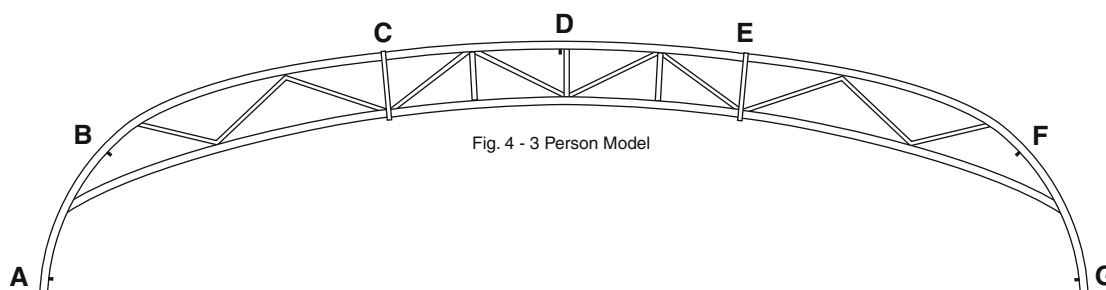


Fig. 4 - 3 Person Model

## C. Erecting the Steel Framework<sub>cont...</sub>

vi) Tighten nuts and bolts on all extenders on this side securely.

**CAUTION:** *One crew member may be required to ensure steel framework remains vertical through “Cover Installation” stage.*

### Two Person/One Person

i) Connect (bolt) extenders, using  $\frac{3}{4}$ " nuts and bolts provided, in position B, C and D (see Fig. 5).

ii) Position C in Hole #1 of truss coupling plate (see Fig. 1).

**NOTE:** *Ensure the travel end of the extenders are not all bolted on same side.*

iii) Tighten nuts and bolts securely on all extenders.

iv) Lift the other assembled truss to vertical. Move directly across from already vertical truss.

**CHECK:** *Opening of aluminum extrusion on top of each truss faces inward (towards the other truss).*

v) Connect (bolt) other end of extenders to position B, C and D on opposite truss using  $\frac{3}{4}$ " nuts and bolts.

vi) Tighten securely.

**CAUTION:** *One crew member may be*

*required to ensure steel framework remains vertical through “Cover Installation” stage.*

**IMPORTANT: SQUARE STRUCTURE -** Measuring diagonally from the inside front right pipe to the inside back left pipe and from the inside front left pipe to the inside back right pipe (ensure you measure from the same spot on the pipes). The distances between these two diagonal measurements must be identical Length + or –  $\frac{1}{2}$ ". (see Fig. 6)

**THIS STEP MUST BE COMPLETED TO ENSURE PROPER INSTALLATION OF COVER.**

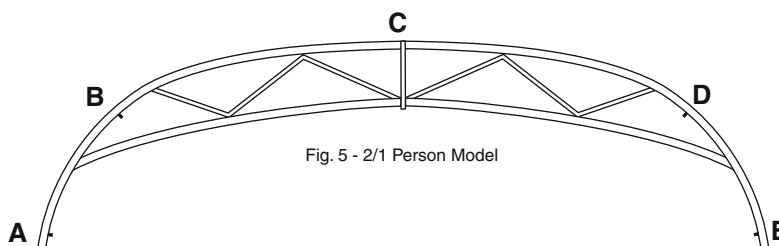


Fig. 5 - 2/1 Person Model

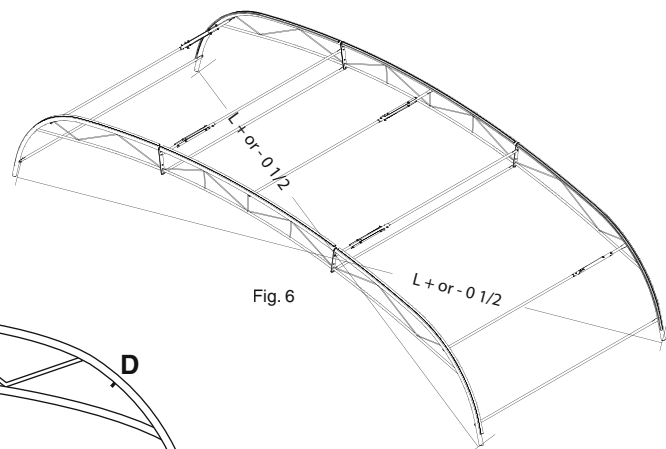


Fig. 6



# D. Cover Installation

## 1. INSTALLING COVER

**NOTE: 5 crew members are optimal for cover installation. 2 to guide into extrusion, 2 to pull and 1 member in the middle to ensure snags are avoided and to help pull.**

i) Lay out cover as shown (see Fig. 7).

ii) Using silicon can provided spray the entire inside track of the aluminum extrusion on all trusses.

iii) Insert end of each cover guide, as shown, into the extrusion (see Fig. 8).

iv) Using the handles pull the cover on **EVENLY, CAREFULLY** and **SLOWLY** over the frame. 2 crew members ensure the cover guide feeds smoothly into the extrusion channel (see Fig. 9).

v) At each break in the extrusion (where the trusses are bolted together) reinsert the cover guide into the next extrusion. Begin again pulling the cover **EVENLY, CAREFULLY** and **SLOWLY** over the frame.

**CAUTION: Ensure while pulling the cover the trusses remain vertical (does not lean) or pulling may be unnecessarily difficult.**

vi) Two orange triangles on the inside seam of the cover clearly mark the center. Continue pulling the cover through the extrusion until both triangles arrive at the center of the steel frame (see Fig. 10).

**NOTE: If centering is hard to attain – remeasure diagonally (see Fig. 6). The unit must be square for the cover to be centered properly.**

**CHECK: if the cover guide has popped out of the extrusion channel you must evenly pull the cover back to that point and repull.**



Fig. 7

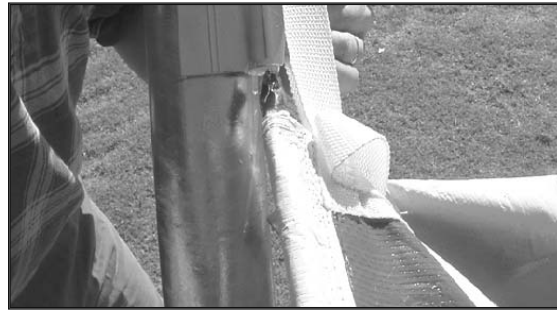


Fig. 8



Fig. 9

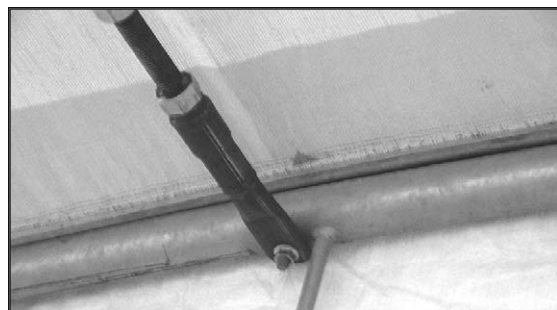


Fig. 10

## D. Cover Installation *cont...*

### 2. TIGHTENING COVER

**NOTE: Lift one side of the unit, as necessary, to allow the extender to extend and tighten the cover freely.**

i) Using the wrench included, tighten the center extender position D. Turn the nut clockwise, lengthening the bar and tightening the cover, as shown in Fig 11. Tighten until snug (Fig 12).

ii) Repeat the same procedure for extenders in positions B and F.

iii) Repeat the same procedure for extenders in position C and E.



Fig. 11

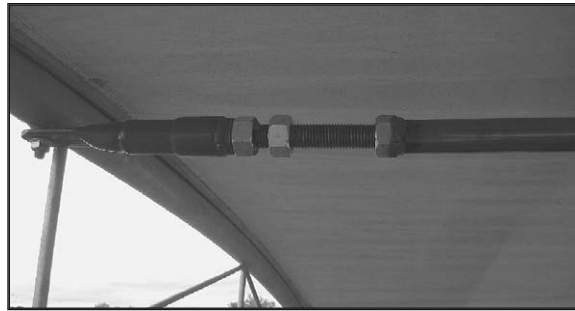


Fig. 12

### 3. ATTACHING CROSS BRACES

If you purchased the 3 person dryrainge™ then follow instructions below. If not, proceed directly to "Two person/One person" instructions on page 10.

#### Three Person

i) Connect (bolt) cross braces with  $\frac{3}{4}$ " nuts and bolts in position A, C, E and G (see Fig. 4).

ii) Position cross brace C and E in holes #4 on truss coupler plate (see Fig. 1). You may have to adjust (open/close) extenders in position C and E to align cross brace with hole. Tighten cross brace securely with  $\frac{3}{4}$ " nut and bolt. Re-tighten extenders.

iii) Position A and G. You may have to adjust (open/close) extenders in position B & F to allow cross brace to align with bolts. Secure cross brace tightly with  $\frac{3}{4}$ " nuts.

iv) Re-tighten all extenders as necessary.

v) Attach fastening straps on cover to truss. (see Fig. 13).

vi) Pull front and back flaps of cover over the front and back of structure (See Fig. 14).

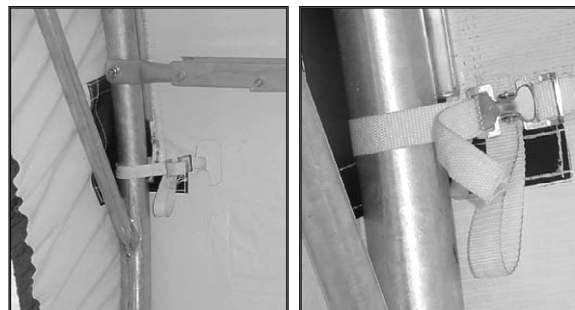


Fig. 13

## D. Cover Installation *cont...*

### Two Person/One Person

- i) Connect (bolt) cross braces with  $\frac{3}{4}$ " nuts and bolts in Position A, C and E (see Fig. 5).
- ii) Position C in hole #4 on truss coupler plate (see Fig. 1) You may have to adjust (open/close) extender in position C to align cross brace with hole. Tighten cross brace securely with  $\frac{3}{4}$ " nut and bolt.
- iii) Position A & E. You may have to adjust (open/close) extenders in position A & E to allow cross braces to align with bolts. Tighten cross brace securely with  $\frac{3}{4}$ " bolt.
- iv) Re-tighten all extenders as necessary.
- v) Attach fastening straps on cover to truss (see Fig. 13).
- vi) Pull front and back flaps of cover over the front and back of structure (see Fig. 14).

### Checklist

- Ensure cover is centered
- Cover guide has not come out of extrusion channel
- Extenders all snugly tightened
- Fastening straps secured



Fig. 14

## E. Base Assembly

**WARNING: UNIT IS EXTREMELY HEAVY. 5 CREW MEMBERS REQUIRED TO LIFT TOP HALF ENDS ONTO THE LEG BASE. 2 ON EACH SIDE AND AT LEAST ONE TO INSERT LEGS. TO AVOID INJURY ENSURE PROPER LIFTING TECHNIQUE. KEEP HANDS AND ARMS AWAY FROM LEG INSERTION POINT.**

1. Identify, lay out and assemble leg base (see Fig. 15).

- i) Spray silicon on male part of leg before fitting (see Fig. 16).

**NOTE: Before lifting top half onto leg base ensure female end (the now covered top half) is free of dirt and sod. This could require lifting one end of top half and clearing obstructions with a screw driver. Wipe completely clean.**

- ii) Lift one end of structure onto leg base assembly (see Fig. 17).

Ensure cover is clear as the top half of structure slides on the legs.

- iii) Repeat the same process for other end.

- iv) Using  $\frac{3}{4}$ " nut and bolt attach cross braces on frame (see Fig. 18) Ensure the head of the bolt goes from outside to in to avoid wear and tear on cover.

**NOTE: You may have to push the legs towards each other to get these "crossed" cross braces to properly fit.**

- v) Tighten securely.

### Insert Pipe Pockets

- i) At both ends of the cover is a pocket woven into the material. Insert pipe into one end and slide through. Twisting the pipe while pushing through will make this step easier. Center pipe in pocket (see Fig. 18).



Fig. 15



Fig. 16



Fig. 17



Fig. 18

## F. Wheel Assembly (optional)

If you purchased your dryrainge™ with the optional wheel assembly then follow assembly instructions below. If not, proceed directly to "G. Final Tightening".

- i) Ensure each wheel assembly is completely retracted. In this position wheels will not be touching ground when assembled on legs.
- ii) Using a 9/16" wrench undo the four bolts that attach the rounded pipe sleeve to the wheel bracket.
- iii) Reattach the rounded pipe sleeve to the wheel bracket (4 nuts and bolts) around the leg so that the bottom of the rounded pipe sleeve is 1" above the **bottom** predrilled hole.
- iv) Complete the above steps on each of the remaining three legs.
- v) **Ensure wheels are properly inflated**.

**Note:** When moving the unit, ensure wheels point in the direction to be moved (see Fig. 19).

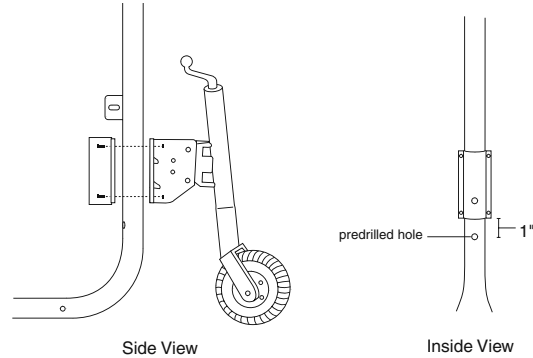


Fig. 19

## G. Final Tightening

### INSTALLING COVER RATCHETS

#### 1. 1" Ratchets (8).

Using one 5/16" self-tapping screw (these are a combination "drill bit" and screw. You will notice that the predrilled holes in the structure are smaller than the screw. Using a cordless drill with the appropriate sized socket simply line up the ratchet hole(s) and "drill" the screw tightly into place. Drilling larger holes is not required.) for each 1" ratchet, install into the leg shown. Pre-drilled holes have been started on each leg (see Fig. 20).

**Note:** the 1" ratchets are installed "INSIDE" the structure.

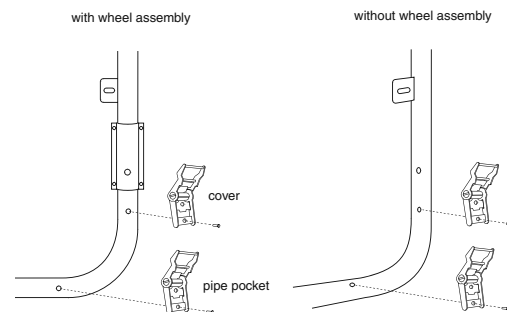


Fig. 20

# G. Final Tightening *cont...*

## 2. TIGHTENING RATCHETS

- see "Ratchet Use" (Pg. 15)

i) Insert cover webbing (sewn in) into front and back ratchets (see Fig. 21).

### Front

- tighten front ratchets and webbing evenly on both sides. Tightening one side and not the other may cause the webbing to pull entirely through. Do not overtighten.

**CAUTION:** *Binding of cover will occur in front corners. By hand, spread bind towards centre and continue to tighten until secure. You may have to use a step ladder to properly spread bind.*

**CHECK:** *Front flap should be pulled tightly over front truss (see Fig. 22).*

### Back

- tighten back ratchets and webbing evenly on both sides. Do not over tighten.

**CHECK:** *Back flap should be pulled tightly over back end.*

## 3. PIPE POCKET TIGHTENING

i) slide 1" webbing loop over end of pipe in pocket (see Fig. 23).

ii) feed webbing down into ratchet (see "Ratchet Use" - Pg. 15).

iii) tighten

**IMPORTANT – Do not overtighten pipe pockets**

## Checklist:

Ensure all ratchets locked

- trim excess webbing from front and back (after tightening). Leave 8" excess.  
**DO NOT OVER TRIM.**

- front and back cover is very snug

- ensure no excess binding in front.



Fig. 21



Fig. 22



Fig. 23

# H. Anchoring

**WARNING: FAILURE TO FOLLOW ANCHORING INSTRUCTIONS WILL VOID WARRANTY.**

## 1. ATTACHING 2" RATCHETS

### Anchoring System without Optional wheel assembly.

- i) 2" ratchets (4).

Using 5/16" self-tapping screws and cordless drill attach 2" ratchets (see Fig. 24).

**Note: To ensure warranty – 2 self tapping screws must be used in each anchoring ratchet.**

- ii) Attach 2" ratchets on all four legs.
- iii) Install ground anchors as described below.
- iv) Secure with anchor straps as described below.

### Anchoring system with Optional Wheel Assembly.

- i) The 2" anchoring ratchets come pre-installed on the wheel bracket assembly.
- ii) Install ground anchors as described below.
- iii) Secure with anchor straps as described below.

## 2. GROUND ANCHORS

- i) Placing the ground screw tool over the hook of the anchor and turning in a clock wise motion screw the anchor into the ground. Use sufficient downward pressure to ensure minimal turf disturbance.

**Important: the anchor should be placed as close to directly below the ratchets as possible for maximum holding strength.**

- ii) The anchor is to be screwed into the ground to a position where only the hook portion of the anchor is visible (see Fig. 25). The open end

of the hook must face away from the anchor ratchets.

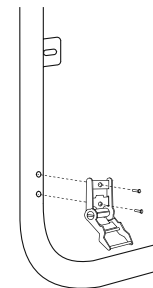
- iii) Slide the looped end of the 2" strap on to the ground anchor hook and insert the flat end of strap into the ratchet (see I. - Ratchet Use - Pg 15).

- iv) Tighten (See I. - Ratchet Use).

If you are unable to completely screw anchors into the ground, contact Dryrainge™ IMMEDIATELY for other anchoring options. FAILURE TO DO SO WILL VOID WARRANTY.

Anchoring System  
without wheel assembly

Fig. 24



Outside View



Fig. 25

# I. Ratchet Use

## How to use the ratchets:

1. The ratchet mechanism tightens using an up and down motion.
2. Position the jaws of the ratchet so it faces open to the top to accept the black cover webbing (see Fig. 26).

**NOTE: Open to the bottom for anchor ratchets (see Fig. 25).**

3. Insert black belting down into the jaws as shown and tighten ratchet (up and down motion) (see Fig. 27).
4. When first tightening the front and back cover the ratchet spool may become full with webbing. To correct, pull the “plunger” up and move ratchet into release position (see Fig. 29).

**Note: if ratchet is not in release position webbing will not pull down.**

5. With excess webbing still in ratchet spool pull down hard on the excess end of the webbing (the excess in the spool will be removed with the webbing still in the jaws) (see Fig. 28).
6. Retighten ratchet until cover is tight.
7. If after further tightening there is still too much excess repeat the above steps until proper tension gained on cover.



Fig. 26



Fig. 27



Fig. 29

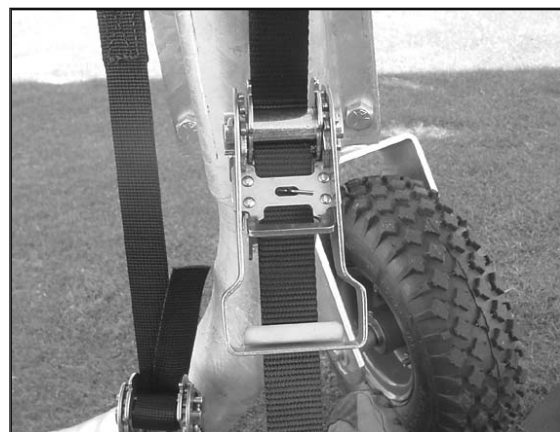


Fig. 28



# J. Take Down

1. Release ratchets and remove webbing, pipe pocket and anchor belting from ratchets.
2. Remove leg base cross braces.
3. Slide out pipe in pipe pockets.
4. Lift top half off – CAUTION – use proper lifting techniques – ensure adequate crew (5), ONE END AT A TIME.

***Note, if leg base and top half are hard to separate, have an extra crew member exert force downward the leg base while the remaining crew members lift the top.***

5. Remove cross braces on top half.
6. Release fastener.
8. Open extenders. Remember: 2 crew members to lift one side – allowing structure to narrow – and, 1 crew member to open.
9. Remove cover, pulling the cover guides EVENLY, CAREFULLY & SLOWLY out of the extrusion channel.
10. Store cover in proper, dry condition

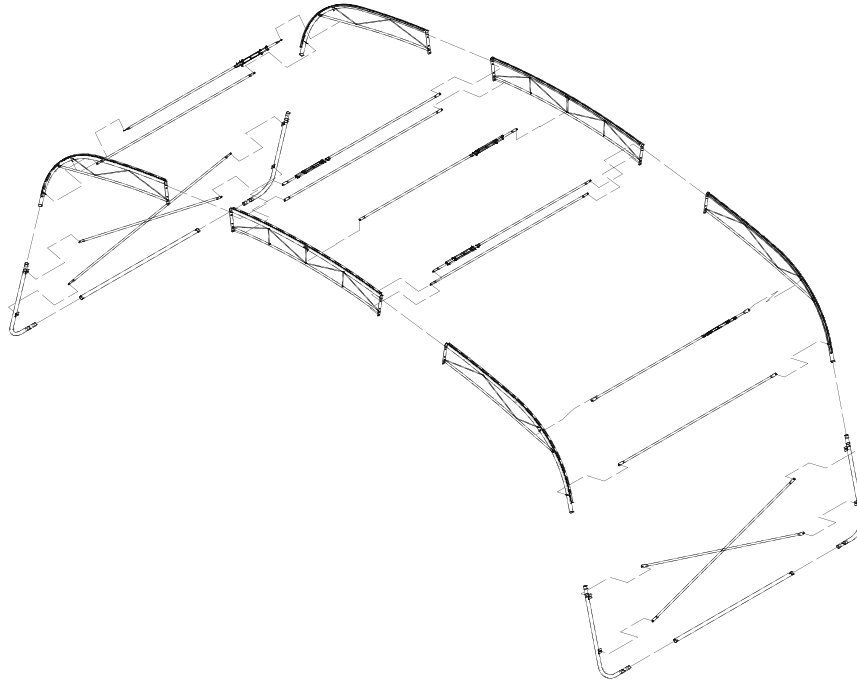


**Our goal is to make every product the best it can be!  
If however, you have a problem please contact us:**

North America: 1-877-918-3888

Other: 1-306-373-4637

# Appendix A: Steel Framework Schematic



# Warranty Terms & Conditions

**DRY RAINGE EQUIPMENT COMPANY INC.**

**STANDARD TERMS & CONDITIONS OF SALE**

(PLEASE READ CAREFULLY)

**1. ACCEPTANCE; AGREEMENT:** This document including these Terms and Conditions (collectively "Agreement"), supersedes all other agreements, oral or written and all other communications between the parties suggesting additional or different terms. It represents the final and complete understanding of the parties and may be amended or canceled only by written agreement signed by both parties. This Agreement expressly limits acceptance to these terms; no order shall have any force or effect until acknowledged in writing by Dry Rainge Equipment Company Inc. and any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms hereof is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by Buyer shall be effective to alter or add to the terms and conditions in this Agreement. UNLESS OTHERWISE STATED HEREIN, BUYER'S RECEIPT OF ANY PORTION OF THE GOODS ("GOODS") SHALL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS, UNLESS BUYER IMMEDIATELY REJECTS AND RETURNS ALL SUCH GOODS.

**2. PRICE AND PAYMENT:** The prices for the products covered by this offer are Dry Rainge Equipment Company Inc.'s, its distributors, agents or affiliates (hereinafter referred to as the "Seller") prices for such products and/or services with (1) the limited Warranty set forth in this document, and (2) the Liability Limitations, set forth in this document, including the disclaimer of negligence, strict liability and other tort liability, enforceable against Buyer. ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL.

Delivery of products or services shall be subject to the approval of Seller to whom all bills are payable and who reserves the right to alter the terms and set a limit of credit. Seller shall have the right of setoff and deduction for any sums owed. In the event of nonpayment by Buyer, Buyer shall pay all of Seller's costs of collection, including reasonable attorney fees.

**3. DELIVERY AND DELAY:** All quoted delivery dates and/or periods are approximate. Without limiting the foregoing, Seller shall not be liable for any damage, as a result of any delay due to any cause beyond Seller's reasonable control, including but not limited to, any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, delayed delivery by suppliers, and inability to obtain necessary labor and materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

**4. CANCELLATION OR SUSPENSION:** Cancellation or suspension by Buyer will only be accepted on terms indemnifying Seller against loss. All payments are nonrefundable.

**5. SHIPMENT:** Unless otherwise set forth on the face hereof all shipments are F.O.B. Seller's facility or other loading point, and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Buyer. Any freight allowances applicable to the quotation are contained herein. For all warranty replacement parts, freight shall be prepaid at the reasonable commercial rate. If shipment as originally specified is delayed by Buyer, Seller reserves the right to store the products at Buyer's expense. If shipping instructions are not furnished by Buyer, Seller may ship in accordance with its own judgment.

**6. LIMITED WARRANTY:** Seller warrants to the Buyer the goods will be free from defects in material and workmanship for a period of one (1) year from the date these goods are delivered to the Buyer. Further, for an additional two (2) years – on a PRO RATA basis over three (3) years – Seller warrants the goods to be free from defects in material and workmanship.

Normal or standard usage items, such as ratchets, belting, banners, etc., supplied in connection with goods provided by Seller are specifically excluded from this Limited Warranty.

This Limited Warranty shall be void if, in Seller's sole determination, the goods are in any way subjected to: (i) improper installation or use; (ii) lack of proper maintenance and service; (iii) accident, damage, abuse or misuse; (iv) inappropriate or abnormal operating conditions, including but not limited to operating in wind speeds in excess of 50 miles per hour, snow, hail or freezing rain; or (v) repair or modification by Buyer or any third party without prior written, consent of Seller; (vi) improper or incomplete anchoring, including but not limited to installation in poor friction soil conditions re: sand or marsh; incomplete

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anchoring, that is all four ground screws must secure the product in high friction soil conditions at all times; in concrete, the eight wedgebolt screws that are provided are installed properly in the concrete as per instructions given.

THIS LIMITED WARRANTY SHALL BE VOID IF OPTIONAL BACK MESH PIECE IS LEFT INSTALLED IN ADVERSE WIND CONDITIONS.

With respect to any defect in material or workmanship covered by this Limited Warranty, if Buyer notifies Seller in writing regarding such defect within the warranty period, Seller will repair, replace, or reperform, at its sole option, at a location designated by Seller, any such goods or services, provided that Buyer delivers such goods to the designated location at Buyer's cost. Claims not made within the warranty period are deemed waived by Buyer. Further, no allowance will be made for repairs or replacements not authorized in writing by Seller through Seller's warranty claim request system, and any such allowance will be credited to Buyer only after the failed part or component has been returned to Seller. In lieu of repairing, replacing, or reperforming any such goods or services, Seller shall have the right, at its sole option, to refund the purchase price or prorata portion thereof.

Seller reserves the right, at any time, to make any change or changes in the design or specification of the goods or services, which Seller, in its sole discretion, believes will constitute an improvement in such goods or services. However, no such change shall create any obligations on Seller to make equivalent changes in goods previously manufactured or services previously provided by Seller.

No change in any provision in this Limited Warranty may be made without the written agreement of an authorized officer of Dry Rainge Equipment Company Inc.

THIS IS SELLERS ONLY WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER.

**7. LIABILITY LIMITATIONS:** Seller's liability with respect to breaches of product warranty shall be limited as provided in Seller's Warranty. With respect to other breaches of this contract, Seller's liability shall in no event exceed the payments received from the Buyer with respect to the purchase price of the products furnished. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO, (3) ANY OBLIGATIONS OR LIABILITIES ARISING IN CONNECTION WITH THE REALTY ON WHICH THE PRODUCTS ARE INSTALLED, AND (4) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. (5) BUYER ACKNOWLEDGES THAT THE GOODS ARE NOT INTENDED FOR USE AS A SHELTER DURING INCLEMENT WEATHER INCLUDING BUT NOT LIMITED TO: THUNDERSTORMS, ELECTRICAL STORMS, HURRICANES ETC. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or business, revenues or goodwill, loss of use of equipment or any associated equipment, cost of capital, facilities or services, downtime, shutdown or slowdown costs, storage of material, or for any other types of damages property or economic loss. Seller shall not be liable for damages occasioned by delays or non-performance due to causes beyond the reasonable control of Seller, or due to any other causes which in the sole discretion of Seller render performance by Seller of the agreement not viable.

Buyer shall INDEMNIFY Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which Seller may incur as a result of any claim by a THIRD PARTY arising in connection with use of the product sold herein and based on product or service defects not proven to have been caused solely by Seller's negligence.

Buyer shall indemnify, defend, and hold harmless Seller against all claims, losses, liabilities, and expenses (including attorneys' fees), which Seller may incur or become liable to pay which relate to or in any way arise out of Goods subjected to: (i) improper installation, anchoring or storage; (ii) accident, damage, abuse or misuse, (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the rated capacity of the Goods; (v) operating conditions or applications not made

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known or contemplated by Seller at the time of the Contract; or (vi) a use or application other than or varying in any degree from that for which the goods were designed.

**8. MANUFACTURING DEVICES AND TECHNICAL INFORMATION:** The Buyer shall not copy or permit any person to copy the design and shall not take any action to the detriment of Dry Rainge Equipment Company Inc.'s title to any trademarks, trade names, copyrights or other similar rights and, without limiting the generality of the foregoing, shall not effect or permit the removal or alteration of any trade names, marks, notices, name plates, serial numbers or similar marks or designs affixed to the product.

**9. TAXES AND OTHER CHARGES:** Any Federal, State, Canadian Federal, Provincial sales, G.S.T., manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, the Buyer shall reimburse Seller therefor on demand.

**10. SECURITY INTEREST:** Buyer hereby grants to Seller a continuing security interest in the products described herein and in the proceeds thereof (including insurance proceeds), as security for the payment and performance of all present and future obligations of Buyer to Seller. Buyer shall execute any and all financing statements and other documents and instruments, and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's security interest. In the event of default in payment for any reason, the full amount unpaid shall become due and payable at any time during the continuance of such default, and Seller may repossess the products and retain the right to collect the balance of the contract price. The products or any part thereof shall not be considered a fixture or be incorporated into realty. Seller does not assume any responsibility for, nor claim any interest in, any realty on which products sold hereunder may be installed. Seller retains exclusive title and ownership in the product which shall remain personal or movable property, until full payment is received by Seller (subject only to the rights of the Buyer to use such goods pursuant to the conditions of sale). The Buyer agrees to be liable on a replacement cost basis for all loss or damage to the equipment or parts however caused and agrees to indemnify and save harmless Seller from any and all loss or claims for loss or damage to persons or property caused by, or alleged to arise of or be connected with, the installation, use, operation, condition or possession of the equipment or parts and Buyer shall maintain adequate insurance coverage therefor and furnish proof on request.

**11. NET SALE:** Buyer shall not be entitled to any abatement, compensation or reduction of, or set-off against, any payment, including but not limited to, abatements, reductions, compensation or set-off due or alleged to be due to, or by reason out, any past, present or future claims of the Buyer against Seller under this agreement or otherwise.

**12. ENTIRE AGREEMENT: GOVERNING PROVISIONS:** These terms and conditions when accepted by Buyer explicitly, by acceptance of goods or otherwise, shall constitute the entire agreement between Seller and Buyer. That agreement, and these terms and conditions, shall be governed by and construed according to the laws of the Province of Saskatchewan, Canada. In any of Seller's rights or benefits is in effect of, void or altered by operation of law, Seller may terminate this agreement without incurring any liability to the other party. Failure of Seller to insist upon strict performance of any of the terms and conditions of the complete agreement shall not be considered a continuing waiver of any such term or condition or any right of Seller. The provisions of the complete agreement shall survive any termination or expiry of the agreement, including any term of lease, to the extent necessary to give effect to the indemnities and other terms hereof for any act or matter or thing arising from anything happening prior to termination or expiry. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.