



WARRANTY

AT Films Inc.

One Year Warranty

**THIS WARRANTY IS VALID ONLY IN
CANADA AND THE UNITED STATES OF AMERICA**

1. Warranty: Subject to the terms and conditions of this Warranty, this prefolded plastic bag (herein referred to as the “Bag”) is warranted by AT Films Inc. (“ATF”) for a period of one (1) year from the date of purchase against failure due to defective materials or workmanship by ATF. In the event the Bag develops such defects within this period, ATF SHALL REPAIR OR REPLACE THE BAG AT ATF’S OPTION AND AT ATF’S EXPENSE.

2. Warranty Procedure:

The procedure for making a claim under this Warranty is as follows:

(a) Customer shall mail or deliver to ATF at Edmonton, Alberta, Canada, or to any authorized ATF Dealer or Distributor each of the following:

- Fully completed Warranty Claim Form
- Photographs of the failure point clearly identifying the problem area, and a photograph of the entire bag and the AT Films logo with a tape measure identifying the stretch
- A cut out sample of the Bag (approximately two (2) square feet or larger depending on the size of the failure point) with the failure point approximately centered
- The purchase invoice for the Bag indicating the date the Bag was purchased by the Customer.

3. Limitations on Warranty:

This Warranty only applies:

- (a) New Bags used to provide a sealed storage system for grain (specifically excluding refilled Bags.)
- (b) Bags that have not exceeded maximum allowable stretch (as indicated on the bag print).
- (c) Purchaser who purchases Bags directly from ATF or an ATF authorized Dealer or Distributor.
- (d) Claims made within one (1) year from the date of purchase shown on the original dealer/distributor purchase invoice.
- (e) Defects in ATF materials in workmanship. ATF shall not be responsible for any errors or omissions of any other party, including its Dealers and/or Distributors, Carriers or the Purchaser.
- (f) If the Warranty Procedure set forth above is followed

This warranty is expressly in lieu of any and all other warranties. And in particular, there are no warranties for merchantability or fitness for a particular purpose or any other representations, warranties or conditions express or implied, statutory or otherwise, other than those herein contained. ATF’s only obligation to the customer shall be to repair or replace the bag found to be defective pursuant to the terms of this warranty. The customer shall determine the suitability of the bag for its intended use and shall assume all other risk and liability in connection therein. ATF shall not be liable under any circumstance for other direct or consequential damages or economic loss.



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The following list sets forth examples of warranty exclusions only and shall not be deemed to be a comprehensive list of all potential warranty exclusions.

- (a) Degradation or failure caused by chemical degradation
- (b) Physical damage or failure caused by unusual meteorological conditions
- (c) Damage or failure caused by any alterations and/or modifications made by Customer to the Bag
- (d) Any damage or failure caused by vandalism, animals, rodents, pests, birds, etc.

4. This Warranty is to be constructed and applied in accordance with the laws of the Province of Alberta, Canada.

This warranty is expressly in lieu of any and all other warranties. And in particular, there are no warranties for merchantability or fitness for a particular purpose or any other representations, warranties or conditions express or implied, statutory or otherwise, other than those herein contained. ATF's only obligation to the customer shall be to repair or replace the bag found to be defective pursuant to the terms of this warranty. The customer shall determine the suitability of the bag for its intended use and shall assume all other risk and liability in connection therein. ATF shall not be liable under any circumstance for other direct or consequential damages or economic loss.
