

"THE REFUGE"

LIMITED FIVE YEAR WARRANTY

FIBERGLASS CREATIONS, INC. Henderson,
Texas

Purchaser:

Purchasers' address:

City, State and Zip

"The Refuge" Serial Number:

Date Purchased:

Date Installed:

1. This is to certify that "THE REFUGE" as manufactured by FIBERGLASS CREATIONS, INC., shall be guaranteed against structural defects through normal usage for a period of five (5) years when installed according to manufacturer's recommendations.
2. If structural failure should occur, and in the event that the consumer claims that there is a defect which is covered by this written warranty or any implied warranty not disclaimed herein, the consumer is limited to the following damages:
 - (a.) The liabilities of the manufacturer shall be limited to the original MANUFACTURER'S wholesale price of "THE REFUGE" only, and shall not include cost of removal, shipping, reinstallation, or any other costs not specifically expressed herein. Installation NOT included in this warranty.
3. This warranty extends exclusively to the original retail purchaser of the warranted product, and subsequent purchasers are not covered by this warranty agreement.

4. In the event of a structural defect not caused by any misuse or damage to the product while in the possession of the consumer, the warrantor will remedy the failure or defect, without charge to the consumer within a reasonable amount of time within which the obligation will be performed. The remedy will consist of repair of the product, or refund of the MANUFACTURER'S wholesale price, at the warrantor's option.

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5. The product or "THE REFUGE" is not warranted against failures caused by improper installation, by excessive weight being placed within a ten foot perimeter of where "THE REFUGE" is installed or buried, by heavy equipment, tractors, or riding lawn mowers being operated, stored, or placed within a ten foot perimeter above where "THE REFUGE" is installed or buried, by damage caused by forces of nature or acts of God, or by damage caused by any excessive force applied to the ground service immediately above or within a ten feet perimeter of the location where "THE REFUGE" is installed or buried. This unit is NOT covered if, and in case of:

(a) Abuse of the product, accident, alteration, modification, tampering, negligence, misuse, faulty installation, and lack of reasonable care.

(b) If the installation instruction sheet provided by FIBERGLASS CREATIONS, INC., is not signed and dated by the installer.

(c) If the precaution sheet that is provided with this unit is not signed and dated by purchaser.

(d) If repaired or serviced by anyone other than a FIBERGLASS CREATIONS, INC representative or person authorized to do such work by FIBERGLASS CREATIONS, INC.

(e) If the serial number has been altered, tampered with, defaced, or removed.

(f) If the product has been damaged during shipment.

(g) If any of the items on the Precautions Sheet that is provided with this unit are not complied with.

6. This warranty does not extend to damages caused by penetration of the exterior or interior walls, ceiling, or floor of "THE REFUGE" caused by accident, plan, or misuse before, during or after installation of "THE REFUGE". Purchaser does further agree that Purchaser upon purchasing the product described above has inspected the same to verify that at the time of purchase, there were no holes, penetrations, or other exterior cracks in the product described above.

7. The term of this warranty begins on the date product is installed; however, the installation date shall not exceed the purchase date by more than six months without written approval from Fiberglass Creations, Inc. In the event that the product is not installed within six months of the date of purchase, the warranty shall begin upon the date of purchase.
8. To obtain performance of any obligation under this warranty, the consumer shall contact Fiberglass Creations, Inc., in writing describing the warranty claim and repairs requested pursuant to this limited warranty. Fiberglass creations may be contacted at the following address: (a.) Fiberglass Creations, Inc., P.O. Box 2042, Henderson, Texas 75653-2042; (b.) All correspondence should be addressed to the Warranty Claims Department; (c.) To obtain information on warranty performance, call the following number: (903) 6576616; and, (d.) Proof of purchase must be presented with any warranty claim.
9. FIBERGLASS CREATIONS, INC., SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF USE OF "THE REFUGE" OR INJURY TO PERSON OR PROPERTY, AND ANY CLAIMS THEREFORE ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU
10. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.
11. This warranty is performable in Rusk County, Texas, and any action brought for the enforcement of this warranty shall be filed in Rusk County, Texas.
12. This warranty DOES NOT cover installation. Fiberglass Creations does not Install, therefore INSTALLTION is NOT covered under this warranty.
13. The attached warranty registration card must be fully completed and returned to the manufacturer within thirty (30) days of the retail purchase date of "THE REFUGE." The warranty registration card shall be signed by the retail purchaser. The completion, signing and mailing of the warranty registration card within thirty days of the date of the retail purchase is a condition precedent to this limited warranty,

"THE REFUGE"

LIMITED 5 YEAR WARRANTY

FIBERGLASS CREATIONS INC.

Henderson, Texas

NOTICE

FIBERGLASS CREATIONS, INC. SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF USE OF "THE REFUGE" OR INJURY TO PERSON OR PROPERTY, AND ANY CLAIMS THEREFORE ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

FIBERGLASS CREATIONS, INC DOES NOT COVER ANY INSTALLATIONS.

DISCLAIMER OF ALL IMPLIED WARRANTIES

THE GOODS DESCRIBED IN THIS AGREEMENT ARE SOLD ON AN "AS IS" BASIS, AND SELLER DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE GOODS. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE GOODS BEING SOLD UNDER THIS AGREEMENT. SELLER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS SOLD BY THIS AGREEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT.

"THE REFUGE"

MANUFACTURED BY FIBERGLASS CREATIONS, INC.

Precautions Disclaimer Form

As the Purchaser and Owner of "THE REFUGE," Underground Fiberglass Tornado

Shelter, I/We understand that I/We will:

- (A.) NOT store any flammable liquids, fuels, incendiary devices, or explosives inside the shelter;
- (B.) NOT use an open flame in any capacity (no lanterns, no cooking equipment, no heating elements, or other devices which burn fuel or have an open flame) inside the shelter;
- (C.) NOT use any fume emitting equipment in the shelter or any other device which emits any toxic fumes, odors, poisonous gases, carbon monoxide, or other harmful or noxious gases;
- (D.) NOT attach anything to the inside of shelter walls or cause holes to be drilled or cut in the walls, ceiling, or floor of the shelter. (In the event that any holes are drilled, cut or otherwise caused through the use or misuse of "THE REFUGE" to the ceiling, walls, or floor, I/We, understand that the Limited Warranty shall be of no further force or effect);

- (E.) NOT operate heavy equipment, riding lawnmowers, tractors, automobiles, or any other equipment of a weight of greater than 250 lbs. above the location of installation of "THE REFUGE" or within ten feet perimeter of where "THE REFUGE" is installed and buried;
- (F.) NOT store any items of more than 250 lbs. above the location where the shelter "THE REFUGE" is installed and buried or within a ten foot perimeter surrounding the location where "THE REFUGE" is installed and buried;
- (G.) NOT dig, excavate, or cause the soil to be penetrated by a shovel, pick, or other equipment above "THE REFUGE" or within a ten foot perimeter around where "THE REFUGE" is installed and buried;
- (H.) NOT LEAVE CHILDREN UNATTENDED IN THE SHELTER OR ALLOW CHILDREN TO PLAY UNATTENDED IN OR AROUND THE SHELTER;
- (I.) NOT take into "THE REFUGE" or store in shelter any chemicals or other substances which emit noxious or poisonous fumes; and,
- (J.) Use caution in entering and exiting the shelter;
- (K.) Become familiar with the usage of the shelter;
- (L.) Use the shelter only for brief stays during violent weather, and not use it for overnight stays or for living quarters for longer periods;
- (M.) Develop an emergency evacuation plan and share such information with all members of my family, household, or others who may use the shelter;
- (N.) Check the batteries on the lighting equipment in the shelter periodically to insure that such lighting equipment is functional and in good repair;
- (O.) Cut the grass above "THE REFUGE" through the use of a light weight push lawnmower of less than 250 lbs. and/or a weedeater or similar equipment which is of a weight of less than 250 lbs;
- (P.) Notify any subsequent owners of "THE REFUGE" and all persons who shall use "THE REFUGE" of the contents of this Precaution Disclaimer form.

I/We further understand that FIBERGLASS CREATIONS, INC. in no way guarantees or insures the survival of persons who inhabit "THE REFUGE" during a tornado or other inclement weather. I/We further understand that there is no absolute guarantee of survival in the event of a tornado or other storm; however, I/We do understand that through the use of "THE REFUGE," I/We enhance the likelihood of survival during any such storm or other inclement weather.

I/We further understand that the Limited Warranty relating to "THE REFUGE" does not cover any damage caused by activities in violation of the representations made in this Precautions Disclaimer form.

I/We further understand that FIBERGLASS CREATIONS, INC does NOT warranty any Installations.

I/We have read and understand the instructions and precautions set forth above and the full contents of this document. I/We assume all responsibility for the proper use of the shelter. I/We release FIBERGLASS CREATIONS, INC., of and from any liability or any further responsibility as to the proper usage of "THE REFUGE," underground tornado shelter. I/We do Pag further agree to communicate the information contained herein to all subsequent owners of "THE REFUGE" and to all users who use "THE REFUGE" with my/our permission.

Owner

Date:

Owner Date:

Witness

The REFUGE Storm Shelter

General Information on Care and Usage of your Shelter:

It is recommended that you routinely practice a home escape and shelter entry plan, so that you and your family will be comfortable with the usage of your shelter in the event of severe weather/warnings.

When necessary, you may clean the inside of your shelter with a damp cloth, but always wipe surfaces completely dry with a dry cloth or towel after cleaning.

Once or twice each year, you may want to spray silicone lubricant (found at auto parts stores) on the rubber door seal to prevent dryness and cracking.

Underground SHELTERS MAY SWEAT:

It is possible that sweating may occur until the inside temperature and temperature of the ground are in balance. Conditions for sweating due to condensation in certain climates and seasons are favorable. However, the interior finish is easy to clean with a damp cloth, followed by a dry towel.

**** *Carefully Read and Review the Precautions Form provided in your warranty papers.**