

GENERAL WARRANTY AND DISCLAIMERS



Install Actions, Features, Specifications and Disclaimers
 (● indicates to which shelters the terms apply)

Underground Concrete Shelter, Flat Top
 Underground Steel Shelter, Slope Front
 Above-Ground Steel Shelters
 Underground Steel Shelter, Garage Unit

		Underground Concrete Shelter, Flat Top	Underground Steel Shelter, Slope Front	Above-Ground Steel Shelters	Underground Steel Shelter, Garage Unit
1.	All models have undergone applicable impact and cyclic pressure testing at Texas Tech University's National Wind Institute and/or Intertek-ATI Building & Const.	●	●	●	●
2.	All models built in compliance with and meet or exceed the applicable provisions of FEMA 320, 361 and ICC 500 protocol;	●	●	●	●
3.	Constructed with 10 gauge steel shelter with 1/4" plate steel doors.	●			
4.	Non-transferable, lifetime warranty against: (i) floating (based upon calculations that meet the requirements of the standards referenced in Note M & Article 10 Section 12-232 in the Oklahoma City Building Code when the shelter is empty and the flotation force is considered to be 100%), and (ii) leaking from the sides and floor.	●	●		
5.	Store away handrail. Removable 6" metal steps and 8" metal benches that are encapsulated with Tornado Safe's non-slip coating ShelterShield.™ Exterior surfaces as well as interior surfaces, steps, floor and walls covered with ShelterShield.™	●	●		
6.	Exterior coated with an industrial polyurea coating to help withstand moisture and prevent rust absent scratching or abrasion by the Purchaser or other third-parties.	●	●		
7.	Two piece lid system with front lid sliding to open and back lid stationery. Both lids removable and capable of opening from the inside with the second lid being an emergency exit.	●			
8.	Ventilation built into the Tornado Safe logo on the shelter door.	●		●	
9.	1/4" Exterior Skin Steel Plate reinforced with a 1.5" x 3.25" x 1/4" c channel subframe.			●	
10.	Hilti Anchoring System with 5/8" anchors and HY 200 epoxy.			●	
11.	8" custom designed air vent.			●	
12.	Lockable door handle with 4 point dead bolt system.			●	
13.	1/4" Precision laser cut ADA compliant door with 1.5" x 3.25" x 1/4" c channel reinforcement with heavy duty hinges.			●	
14.	Door can open to the inside or outside, and can be placed on any side of the shelter.			●	
15.	Bullet-proof window. Interior and exterior coated with an industrial powder coating to help withstand moisture and prevent rust absent scratching or abrasion by the Purchaser or other third-parties.			●	
16.	All units have ADA compliant doors, excluding the 3x5 unit where Purchaser elects to place door on 3' side.			●	
17.	Door opens at Purchaser's election to the inside to keep debris from blocking the door. Door removable in case of emergency.			●	
18.	Warranties provided herein shall be inapplicable to above-ground units installed outside of Purchaser's home or building.			●	
19.	8" wind turbine for ventilation.				● ●
20.	6" vent.				● ●
21.	Reinforced with fiber mesh and steel rebar and poured with a minimum of 6,000 psi concrete (typical driveway has 3,000-4,000 psi).				● ●
22.	Warranty against leakage in the structure for a period of ten (10) years from install date (excluding moisture appearing from time to time in the form of condensation, commonly due to temperature variations, humidity and the like; excluding water entering through the door or vents).				● ●
23.	Door painted with metal primer.				● ●
24.	When installing Garage Units, Tornado Safe endeavors to make professional cuts in concrete and avoid, if possible, cracking in the remainder of the concrete; however, Tornado Safe cannot warrant that no cracking will occur in the remainder of the concrete. Unless grossly negligent or grossly wreckless, Tornado Safe will not be responsible for any changes in the foundation of Purchaser's home.	●			

(additional terms on backside)

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25.	Double continuous handrail on steps for added safety.				●	●
26.	Spring-operated 120# capacity door opener requiring no post, pulley or cable to operate.		●		●	●
27.	Purchaser should keep dirt packed around the shelter. Settling is common after multiple rains, and Purchaser should rake dirt back up against the shelter on all sides. Purchaser should keep dirt at least half-way up the sides and back of the shelter. Tornado Safe will not return to site for additional backfill without additional charge.				●	●
28.	Purchaser should lubricate door hinges at least twice per year. Hinge replacement not covered by warranty.	●	●	●	●	●
29.	Purchaser should re-prime and/or paint the shelter door from time to time as needed to prevent rusting.		●		●	●
30.	Warranty does not cover small cracks caused by expansion and/or contraction which do not create leakage or structural problems.				●	●
31.	In the event that Tornado Safe determines that any proposed site is not accessible, or if excavation cannot be completed by equipment normally provided by Tornado Safe, then additional charges may apply as are reasonable for the delivery costs and/or Tornado Safe may elect to cancel the contract and collect reasonable delivery costs.	●	●	●	●	●
32.	Tornado Safe is not responsible for damage to driveways, sidewalks, yards, garage floors or interior floors, but will make reasonable efforts to prevent damage to these areas. Fence removal and replacement is the responsibility of the Purchaser. Tornado safe shall not be responsible for damage to shrubbery, landscaping or sprinkler systems. Tornado Safe shall not be responsible for the safety of the Purchaser's pets either before, during or after installation.	●	●	●	●	●
33.	Any and all required building permits and associated fees are the responsibility of the Purchaser.	●	●	●	●	●
34.	The quoted price does not include excess dirt removal, and does not include additional charges incurred where side walls following excavation are unstable and cannot be reinforced without additional concrete backfill. In the event of backfill, Tornado Safe will incur additional labor costs, but the Purchaser shall pay additional concrete costs.	●	●		●	●
35.	Purchaser shall determine the site of installation subject to final approval by Tornado Safe.	●	●	●	●	●
36.	Tornado Safe is not responsible for determining whether there are any utility lines, post tension cables or other items at or under the Property that can be affected, harmed, disrupted, or destroyed during installation process. Purchaser warrants that he/she has obtained a proper permit from the applicable government body and has verified that the installation site is free and clear of such lines, items or other hazards.	●	●	●	●	●
37.	Purchaser is solely responsible for his/her own physical safety (and the safety of any other invitee not a contractor or employee of Tornado Safe) if he/she chooses to be physically present or allow a third-person to be physically present or near the site during the installation process.	●	●	●	●	●
38.	Clean-up and power-wash of the installation site.	●				
39.	All warranties herein are non-transferable.	●	●	●	●	●
40.	Purchaser acknowledges that and agrees that Tornado Safe makes no representation as to the ability of the shelter, as installed, to prevent the settling and infiltration of heavy gases (such as, without limitation, propane, argon, ethane, butane, freons and the like) into the shelter.	●	●	●	●	●
41.	Tornado Safe shall not be responsible for rust on parts of the shelter resulting from scratching or other incidental wear and tear and general use of the shelter. Tornado Safe shall not be responsible for damages or any personal injury resulting from flooding of the Purchaser's shelter; nor does Tornado Safe represent or warrant that it has searched applicable flood plane records to determine whether or not Purchaser's property is in a flood plane. The Purchaser acknowledges and understands that the shelters sold by Tornado Safe are vented shelters and subject to the intrusion of water in the event of flooding. Warranties provided herein shall be inapplicable to shelters installed by contractors not approved by Tornado Safe.	●	●	●	●	●