



Safety Warranty

Application Form and Agreement

Between

ElectroBraid Fence Limited

236 Water Street
Yarmouth, Nova Scotia, Canada, B5A 4P8

and

ElectroBraid™ Fence Owner

Property Owner's Name: _____

Farm or Property Name: _____

Address: _____

City: _____ State/Prov: _____ Zip/Post Code _____

Home Phone () _____ - _____ Work Phone () _____ - _____ Other Phone () _____ - _____

Participating Equine Veterinarian

Name: _____

Address: _____

City: _____ State/Prov: _____ Zip/Post Code _____

Home Phone () _____ - _____ Work Phone () _____ - _____ Other Phone () _____ - _____

Safe Fencing Guidelines

- | | |
|--|--------|
| 1) Install 3 or more strands of ¼" Braid™ on well braced end and corner posts. Keep the Braid™ taut. | Yes: _ |
| 2) Use a 110-volt mains powered, UL or CSA approved energizer of 2 joules or more. | Yes: _ |
| 3) Regularly test your fence to confirm at least 5,000 volts to soil at all times horses are enclosed. | Yes: _ |
| 4) Ground the second-from-the-top strand of Braid™ and use sufficient ground rods in moist soil. | Yes: _ |
| 5) Use a Fence Minder™ to monitor your fence and a siren to alert you to any sudden drop in voltage. | Yes: _ |
| 6) Provide a sandy area for horses to roll if they are inclined to roll close to your fence. | Yes: _ |
| 7) Carefully introduce a horse to a new pasture if other horses have an established pecking order. | Yes: _ |
| 8) Separate stallions from other horses. Use a laneway if needed. | Yes: _ |
| 9) Feed and water your horses away from the fence line. | Yes: _ |
| 10) In small confined paddocks, use heavy-duty, wire mesh fence with an ElectroBraid™ top line. | Yes: _ |
| 11) Make sure your horses cannot contact smooth wire, high-tensile wire or barbed wire fencing. | Yes: _ |
| 12) Review your safety practices with your equine vet and ElectroBraid Fence Consultant. | Yes: _ |

Comments, if any: _____

ElectroBraid™ Fence Installation Report

(Please attach a layout of your fence and property indicating dimensions and wiring)

No. of reels purchased: _____ No. of reels installed: _____ No. of Strands of Braid™: _____

Energizer Make (Mains ONLY): _____ Model: _____

Fence Minder™ Serial No. _____ Alarm devices: Siren: _ Auto-dialer: _

(Second) Energizer Make: _____ Model: _____

(Second) Fence Minder™ Serial No. _____ Alarm devices: Siren: _ Auto-dialer: _

ElectroBraid™ Fence Voltage Report

Using your digital voltmeter and the instructions in the ElectroBraid Fence Minder™ Manual, please answer the following questions:

Voltage at energizer: _____

Voltage where energizer connects to fence: _____

Voltage measured between Hot (+) and Cold (-) at furthest point from energizer: _____

Voltage measured between Hot (+) and Soil (-) furthest point from ground rods: _____

Voltage between furthest ground rod and soil when fence is shorted. _____

ElectroBraid Fence Minder™ Test Probe Report

Using your ElectroBraid Fence Minder™ Manual, please answer the following questions:

Did all Test Probes activate the Fence Minder™?

Yes: _ No: _ Comment: _____

Were there any poor ground locations where the Test Probe did not cause the Fence Minder™ to activate?

Yes: _ No: _ Comment: _____

Note: Tests should be repeated regularly and with each change of season

AGREEMENT:

ElectroBraid Fence Limited (the "Company") agrees to be bound by the Terms and Conditions of the Company's Safety Warranty as set out in the attached Schedule A. The Fence Owner agrees to follow the Safe Fencing Guidelines.

The Fence Owner undertakes to report any serious horse injury immediately to the Company and to the Participating Equine Veterinarian. Your Veterinarian will prepare an Accident Report detailing the injury to the horse and his/her recommended treatment. Working together, we will jointly determine the cause of the accident.

The Company will pay your Vet's invoices, as detailed in the Terms and Conditions, provided your Vet confirms that, in his/her opinion, the accident was not the result of your failure to follow the Safe Fencing Guidelines set out herein.

Signed by: _____ Date: _____
Fence Owner (mm/dd/yyyy)

Signed by: _____ Date: _____
ElectroBraid Fence Limited (mm/dd/yyyy)

A copy of the Executed Agreement will be mailed to the Participating Equine Veterinarian

Schedule A

ElectroBraid Fence Limited Safety Warranty -- Terms and Conditions

GUARANTEE / INSURANCE: Compliance with the terms of this agreement does not constitute a guarantee that an enrolled Fence Owner will never suffer a fence related injury to a horse. The ElectroBraid™ Safety Warranty (the Warranty) should not be a substitute for normal all-risks insurance coverage. Warranty payments will be made in addition to proceeds from insurance policies.

PROGRAM REQUIREMENTS: ElectroBraid's Safe Fencing Guidelines must be observed at all times by the Fence Owner, as set out by ElectroBraid Fence Limited (the Company) and amended by written notice from time to time. In the event of an accident, the participating Veterinarian must certify that, in his/her opinion, the accident was not the result of your failure to follow the Safe Fencing Guidelines set out herein.

ENROLLMENT: Any farm or property in the USA or Canada with installed ElectroBraid Fence™ can be enrolled under the ElectroBraid™ Safety Warranty.

DISQUALIFICATIONS: 1. Any farm or property that has received cumulative payments of \$5,000 from the Company may be disqualified from further participation at the option of the Company. 2. Any farm or property that continues to use smooth wire, high-tensile wire or barbed wire fencing, whether electrified or not, in conjunction with ElectroBraid Fencing™, will not qualify for the Warranty. 3. Any fencing powered by a solar or battery powered energizer or 110 volt mains powered energizer of less than 2 joules will not qualify for the Warranty .

OFFICIAL ENROLLMENT CERTIFICATE: Enrollment under the Warranty shall commence on the date of the Official Enrollment Certificate. The Company will send a copy of the Executed Agreement to both the Fence Owner and the participating Veterinarian.

FENCE OWNER RESPONSIBILITIES: By enrolling a farm or property in the Program, the Fence Owner agrees to comply with ElectroBraid's Safe Fencing Guidelines. In the event of a fence related horse injury, the Fence Owner must immediately notify the Company and the Veterinarian. The Fence Owner will be solely responsible for the costs of treatment and aftercare until the Company has formally approved cost reimbursement. For any individual accident, costs up to \$500 and costs which exceed the stated \$5,000 aggregate limit payable by the Company will remain the sole responsibility of the Fence Owner and/or the owner of the horse.

PARTICIPATING EQUINE VETERINARIAN: The Participating Equine Veterinarian will be the Fence Owner's regular veterinarian who will also be a member in good standing of the American Association of Equine Practitioners (the AAEP), or, if not a member of the AAEP, an active, qualified, equine practitioner.

COMPLIANCE / NON-COMPLIANCE: Any material deviation from the Program's Safe Fencing Guidelines may be grounds for the Company to determine that the Fence Owner is not in compliance, and may provide grounds to nullify the Warranty Agreement at the option of the Company, subject to the written concurrence of the participating Veterinarian, not to be unreasonably withheld.

WARRANTY PAYMENT LIMIT: Payments by the Company under the Warranty will be limited to the cost of veterinarian fees and expenses including hospital charges to a total of \$5,000 per enrolled property. For any individual accident, the first \$500 of approved expenses together with fees and expenses of more than \$5,500 in the aggregate will be paid by the Fence Owner and/or the owner of the horse.

PAYMENT OF FEES AND EXPENSES: Should an accident occur on an enrolled property, the Fence Owner must notify the participating Veterinarian and request him/her to submit to the Company an Accident Report, including comprehensive and detailed photographs, together with a copy of the horse victim's health record, by FAX or e-mail, within five days of the accident. The Fence Minder™ protecting the fence must be returned intact and without adjustment to the Company in exchange for an immediate replacement. Invoices for Veterinary fees and expenses may be submitted jointly to the Fence Owner, the horse owner and the Company. The Company will pay the Vet directly, subject to the approval of the Fence Owner, and subject to the Vet fees being in compliance with customary fee schedules. The Company reserves the right to review all health records, purchase receipts, reports and compliance affidavits before paying any expenses or cost reimbursement.

OVERSIGHT OF THE PROGRAM: The Company stipulates that the American Association of Equine Practitioners (the AAEP) shall be the final arbiter for the ElectroBraid™ Safety Warranty. If any Veterinarian is not satisfied with the Company's performance under the terms of this agreement and so reports to the AAEP, the Company will act as directed by the AAEP.

LIABILITY: The Company assumes no responsibility or liability for services or products not directly under its manufacturing control.

DISQUALIFICATION: The Company reserves the right, at its sole discretion, to disqualify any individual property owner, horse, horse owner, or veterinarian from participating in this Warranty Program.

Our Company Mission is to Build Safe Fences for Horses