

■ ■ ■ ■ **WARRANTY** ■ ■ ■ ■

PLASTEEL® COMPOSITE® Underground Petroleum/Motor Fuel Storage Tank

TANK OWNER NAME: _____

TANK OWNER ADDRESS: _____

TANK INSTALLATION ADDRESS: _____

TANK U.L. NUMBER: _____

TANK CAPACITY: _____

SHIPMENT DATE: _____

MANUFACTURER NAME: _____

MANUFACTURER ADDRESS: _____

MANUFACTURER TELEPHONE: _____

The manufacturer named above (“Manufacturer”) is pleased to extend, as to the **PLASTEEL® COMPOSITE® Underground Tank** identified above (the “Tank”), and solely at the installation address identified above, the following warranty.

PROVIDED THAT:

(i) Manufacturer shall have received from the tank owner identified above (“Tank Owner”), within 60 days of the tank installation completion date, a completed and signed Certificate of Installation in the form prescribed by Manufacturer; and

(ii) the Tank shall have been installed in accordance with Manufacturer’s installation instructions and N.F.P.A. Standard 30 for underground steel tanks; and

(iii) the Tank shall have been maintained in accordance with one or more of the following: (A) Steel Tank Institute “Recommended Practice for Storage Tank Maintenance R111 Revision, 2nd Edition, March 2016”; (B) Clean Diesel Fuel Alliance, “Guidance for Underground Storage Tank Management at USLD Dispensing Facilities;” and/or (C) the Coordinating Research Council (CRC) Report 672, July 2016, whichever is most applicable,

WARRANTY

Manufacturer warrants that the Tank

1. Will be free from defect in workmanship and materials for a period of five (5) years from the date of shipment, and

2. Will not fail due to internal or external corrosion for a period of thirty (30) years from the date of shipment when used to store all motor fuels, including but not limited to, unleaded gasoline, leaded gasoline, gasohol in any alcohol blend percentages, 100% methanol, 100% ethanol, diesel fuel, jet fuel, kerosene, and fuel oil. Liquids are to be stored at atmospheric pressure and at a temperature not to exceed 150° (66°C). (Consult manufacturer concerning other warranted liquids.)

EXCLUSIONS FROM WARRANTY

Except as specifically stated above, Manufacturer makes no warranty of any kind, whether express or implied, including but not limited to any warranty of merchantability or fitness for any particular purpose or use. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

LIMITATIONS ON REMEDIES

In the event of a proven claim on the foregoing warranty, Manufacturer's liability is specifically limited to one of the remedies set forth below, to be selected by Manufacturer in its sole discretion:

1. ***Repair of the Tank at Manufacturer's factory, freight charges not included; or***
2. ***A replacement tank delivered to the point of original delivery; or***
3. ***Refund of the original purchase price.***

Further, Manufacturer is not liable for any direct or indirect or consequential damages, including but not limited to any installation costs or removal costs.

EVENTS VOIDING WARRANTY

This warranty shall become void under any of the following circumstances:

1. ***Any modification(s) is/are made to the Tank by any person without the prior written consent of Manufacturer having been obtained; or***
2. ***The Tank is removed from its intended service without the prior written consent of Manufacturer having been obtained; or***
3. ***The buried Tank is removed from the ground to above grade level by any person without (A) the prior written consent of Manufacturer having been obtained and (B) Manufacturer having been given advance written notice of date of, and the opportunity to observe, such removal.***

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