

Underground Petroleum Storage Tank - Double-wall and Triple-wall Tanks

Limited Warranty

Fiber Glass Systems, LP (“FGS”) warrants to the owner (“Owner”) that new manufactured double-wall and triple-wall underground storage tanks if used in accordance with FGS’s published specifications, operating guidelines, and if installed, operated and maintained in the United States, Canada, and Mexico according to FGS’s published installation instructions, supplemental instructions, and all applicable laws and regulations:

- I. Will not leak for a period of thirty (30) years from date of original delivery due to natural external corrosion.
- II. Will not leak for a period of thirty (30) years from date of original delivery due to internal corrosion, provided the tank is used solely to store the following products with or without water bottoms:
 - A. Diesel fuel oils for oil burning equipment at temperatures not to exceed 150° F.
 - B. Gasoline, jet fuel, aviation gasoline, motor oil (new or used), kerosene, diesel motor fuel at ambient temperatures.
 - C. Alcohol-gasoline blend motor fuels at ambient temperatures:
 - Gasoline-ethanol blends with up to 100% ethanol.
 - Gasoline-methanol blends with up to 100% methanol.
 - D. Oxygenated motor fuels at ambient temperatures with up to 20% (by volume) methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary butyl alcohol (TBA), tertiary amyl methyl ether (TAME), or tertiary amyl ethyl ether (TAEE).
 - E. Biodiesel-diesel blends with up to 100% biodiesel (B100 per ASTM) at ambient temperatures.
- III. Will not leak for a period of thirty (30) years from date of original delivery due to structural failure (spontaneous breaking or collapse caused by material defects) provided the installation is performed and validated by a qualified installation contractor as defined in the subsequent required conditions.
- IV. Will be free from defects in materials and workmanship for a period of one (1) year following the date of original delivery by FGS.

Additional required conditions to warranty effectiveness:

For this warranty to be valid the tank must have been installed by a qualified installation contractor trained in accordance with the FGS installation contractor training course and all available installation instructions. To be qualified, the installation contractor must have a valid certificate of completion on file with FGS at the time of installation. After initial installation of the tank, the tank installation checklist supplied by FGS must be properly completed by the installation contractor and Owner representative, and Owner must retain the completed checklist to verify proper installation of the tank. Owner shall keep the original copy of the completed checklist, which must be delivered to FGS at the time of any claim under this warranty, and failure to do so may result in denial of the claim at the discretion of FGS. A claimant must give FGS the opportunity to observe and inspect the tank prior to the removal of any backfill surrounding the tank, removal of the tank from the ground, or removal of any factory installed appurtenance, or the claim will be barred.

If any tank is removed from an installation, moved to Owner new location and is intended for active service at the new location, the tank must be recertified by FGS in order to maintain the warranty as originally extended.

FGS WARRANTIES ARE EFFECTIVE UPON PAYMENT IN FULL, AND FGS IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE ANY SERVICE UNTIL FGS RECEIVES PAYMENT IN FULL.

What is not covered by the warranty:

The foregoing warranty does not extend to tanks damaged due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, storage of fluids not included in the above-mentioned conditions, servicing or lack thereof, maintenance or lack thereof, or operation in excess of their rated capacity, contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of FGS.

FGS does not warrant any installed product, component, or parts manufactured by others. All consumable parts, including but not limited to, gaskets and o-rings are excluded from this warranty. Third party repairs or modifications of any kind shall void this warranty.

FGS’S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO, AT FGS’S OPTION, (I) REPAIR OF THE DEFECTIVE TANK, (II) REFUND OF THE ORIGINAL PURCHASE PRICE OF THE TANK, OR (III) DELIVERY OF A REPLACEMENT TANK TO THE POINT OF ORIGINAL DELIVERY. REPLACEMENT TANKS WILL BE PROVIDED BY FGS AND WILL BE EITHER NEW OR RECERTIFIED. ALL RECERTIFIED TANKS HAVE BEEN TESTED TO ENSURE THAT THEY ARE FUNCTIONALLY EQUIVALENT TO A NEW TANK. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, “DUTY” OR OBLIGATION ON THE PART OF FGS AS SET FORTH HEREIN. FGS SHALL HAVE NO

LIABILITY OR OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. FGS SHALL HAVE NO LIABILITY FOR TANK INSTALLATION OR REMOVAL COSTS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. IN NO EVENT SHALL FGS'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE TANK WHICH GAVE RISE TO SUCH LIABILITY. THE FOREGOING WARRANTY CONSTITUTES FGS'S EXCLUSIVE OBLIGATION AND FGS MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TANK OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY FGS OR ITS REPRESENTATIVES. THIS WARRANTY IS OFFER IN LIEU OF ANY WARRANTY AT LAW, WHICH ARE EXPRESSLY DISCLAIMED BY FGS, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE..

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