

## Field Service

# Limited Warranty

Fiber Glass Systems, LP (“FGS”) warrants to Owner that its field service work (“Work”), will be free from material defects in materials and workmanship for one (1) year from the date of completion of the Work, exclusive of normal wear and tear, provided the tank and accessories are installed, used and maintained in the United States and Canada in accordance with FGS’s published specifications, installation instructions, supplemental instructions, and operating guidelines, and all applicable laws and regulations. Under such warranty, FGS agrees to repair or replace materially defective Work at its sole discretion. All claims must be made to FGS in writing within one (1) year after completion of the Work or be forever barred.

FGS warrants to Owner that all FGS’s manufactured tank accessories (“Goods”) will be free from material defects in materials and workmanship for a period of one (1) year following the date of original delivery by FGS.

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 Work or Goods damaged, in whole or in part, due to acts of God, fire, flood, earthquake, war, terrorism, or failure of the work caused, in whole or in part, by misuse, improper installation, unauthorized storage, servicing or lack thereof, maintenance or lack thereof, or operation in excess of rated capacity, contrary to 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 product, components or parts manufactured by others. FGS only warrants the Work performed by FGS on parts not manufactured by FGS. All consumable parts including but not limited to gaskets and o-rings are excluded from this warranty.

THE FOREGOING WARRANTY CONSTITUTES FGS’S EXCLUSIVE OBLIGATION AND FGS MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY WORK, REPAIR, REPLACEMENT, MATERIALS, GOODS, SERVICES, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO CUSTOMER BY FGS OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THE SELLER (FGS) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. THE SELLER (FGS) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (OWNER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. 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. 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 COSTS OF INSTALLATION OR REMOVAL OF ANY TANK OR GOODS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL FGS’S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE WORK OR GOODS WHICH GAVE RISE TO SUCH LIABILITY.

Effective Date: 07/01/2023