

# ReTank® Fiberglass Petroleum Storage Tank

## Limited Warranty

Containment Solutions, Inc. (“FGS”) warrants to owner that our ReTank® if used in accordance with FGS’ published specifications, operating guidelines, and if installed, operated and maintained in the United States and Canada according to FGS’ published installation instructions, supplemental instructions, and all applicable laws and regulations:

- I. Will not leak for a period of ten (10) years from date of original installation due to natural external corrosion;
- II. Will not leak for a period of ten (10) years from date of original installation 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:
  - D. Gasoline-ethanol blends with up to 100% ethanol.
  - E. Gasoline-methanol blends with up to 100% methanol.
  - F. 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 (TAE).)
  - G. Biodiesel-diesel blends with up to 100% biodiesel (B100 per ASTM) at ambient temperatures.
- III. Will not leak for a period of ten (10) years from date of original delivery due to structural failure (spontaneous breaking or collapse caused by material defects).
- IV. Will be free from defects in materials and workmanship for a period of one (1) year following the date of original installation by FGS

Additional required conditions to warranty effectiveness:

After initial installation of the ReTank, the installation checklist supplied by FGS must be properly completed by the contractor and the owner’s representative, and the owner must retain the complete checklist to verify proper installation of the tank. The completed checklist must be delivered to FGS at the time of any claim under this warranty, and failure to do so will 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 and removal of the tank from the ground or the claim will be forever barred.

A claimant must give FGS the opportunity to observe and inspect the ReTank and original tank prior to the removal of any backfill surrounding the tank and removal of the tank from the ground or the claim will be forever barred. This warranty covers the tank exclusively for its original installation location.

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 cover damage due to acts of God, or failures caused, in whole or in part, by misuse, storage, servicing, maintenance, or operation in excess of their rated capacity, contrary to their recommended use, or contrary to the applications defined above, whether intentional or otherwise, or any other cause or damage of any kind not the fault of FGS. This warranty is applicable to the ReTank only and does not cover the original tank into which the ReTank was installed.

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.

Methanol (methyl alcohol) has been designated as hazardous in Section 101(14) of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980. Methanol and other hazardous substances must be stored within secondary containment and have continuous interstitial monitoring according to federal law.<sup>1</sup> This warranty is null and void if a single wall tank has been purchased and installed for products containing hazardous substance without secondary containment and interstitial monitoring.

FGS’ liability under this warranty shall be limited, at our option, to (i) repair of the defective REtank or (ii) refund of the original PURCHASE price. 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' 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, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

1 Secondary containment as defined by Federal Law 40 C.F.R [280.42] (1988), found in the Federal Register Vol. 53 No. 185 (9/23/88).

Effective Date: 07/01/2023