

Limited Warranty

What is Covered by this Warranty

Provided that the conditions set forth below are satisfied, Fiber Glass Systems, L.P. (FGS) warrants each GenCube® tank for (1) year following delivery of the tank to the tank owner at the time of the original installation (“the Owner”), against any of the following events which may occur, provided the event occurs under normal operating conditions: (i) against release of stored product from any secondary containment tank; (ii) against failure of the primary tank caused by non-corrosion related cracking, breakup or collapse; (iii) against internal corrosion as long as the product stored within the tank is compatible with steel and meets the conditions of this warranty; and (iv) that the owner maintains the tank in accordance with the instructions accompanying the tank. In addition, FGS warrants the tank against failure due to defective materials and workmanship for (1) year following the delivery of the tank to the Owner.

Conditions to Warranty Effectiveness

The limited warranties set forth herein are subject to the following conditions:

- I. Each tank must be: (i) installed within the United States or Canada; and (ii) the tank was installed and maintained in accordance with the applicable specifications and Installation Instructions that were in effect on the date of shipment by FGS, any subsequent maintenance procedures of which the Owner has written notice, and any applicable governmental codes and regulations. Failure to adhere to and provide proof of proper maintenance may void the tank warranty.
- II. Upon discovery of a suspected tank failure or leak by the Owner, the Owner shall give FGS written notice of the suspected tank failure or leak and permit FGS or its designated representative to inspect the tank site prior to, during and after excavation of the tank.
- III. Upon FGS’s determination that the tank failure or leak is covered by this Limited Warranty, FGS at its sole option shall: (1) repair the tank; (2) replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original tank; or (3) refund the purchase price of the original tank from FGS.
- IV. The petroleum, lubricant or fuel blend stored within the tank is compatible with steel and meets ASTM standards. Any fluid which does not meet ASTM standards for fuels and fuel blends, must be compatible with steel and approved for storage in writing by FGS. Storing any fluid in the tank which is either not compatible with steel or not approved for storage by FGS will void this warranty.
- V. FGS receiving full payment for the products covered in this warranty.

What is Not Covered by this Warranty

FGS does not warrant (1) paint, linings, decals, gaskets, o-rings, or any accessory items such as vents, pumps, gauges, etc. (2) labor costs or other installation costs for tank repair or replacement; (3) damage to the tank or other property resulting from the accumulation of water in the tank; or (4) damage caused by other improper operating or maintenance practices.

Limitation of Liability and Exclusion of Other Remedies and Damages

The foregoing remedy of repair, replacement or refund shall constitute the sole and exclusive remedy of the Owner. Under no circumstances, shall the liability of FGS under this warranty, exceed the purchase price of the tank from FGS.

IN NO EVENT SHALL FGS BE LIABLE FOR CLAIMS OF PERSONAL INJURY OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE TANK OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COST, CLAIMS OF CUSTOMERS OF THE OWNER FOR SUCH DAMAGES, OR FOR DAMAGE TO PROPERTY, WHETHER SUCH CLAIM SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THIS LIMITED WARRANTY, OR EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF THE TANK.

Consumer Notice

The exclusion of indirect or consequential damages and the limitation of implied warranties herein may not be applicable to purchasers who are deemed “consumers” and who reside in states that do not allow the limitation of implied warranties or the exclusion of indirect or consequential damages otherwise applicable to consumers. Moreover, if you are deemed a “consumer,” you may have specific legal rights in addition to those set forth in this warranty, which rights vary from state to state.

Disclaimer of Other Warranties

THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Effective Date: 07/01/2023