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LIMITED WARRANTY FOR ABOVE GROUND VERTICAL TANKS

1. Warranty Coverage and Periods Subject to the terms and conditions outlined below, the Manufacturer warrants to the original end-user that its vertical storage tanks will be free from material defects caused during the manufacturing process. The warranty period begins on the date of manufacture (determined by the serial number) or the date of shipment at Manufacturer's discretion.

- **Premium Weight / Linear Polyethylene Tanks:** 3-year limited warranty.
- **Extended Warranty Option:** The 3-year warranty on qualifying poly tanks may be extended to 5 years if the original end-user registers the tank with the Manufacturer within 30 days of the purchase date.
- **Parts and Accessories:** Standard ancillary items (i.e. lids, bulkheads, and fittings) and non-poly components are warranted for 1 year from the purchase date.

2. Manufacturer's Remedies Should a defect appear within the warranty period, the Manufacturer's liability is strictly limited to one of the following, at the Manufacturer's sole discretion:

- Providing a new, equivalent replacement tank or accessory.
- Repairing the alleged defect on-site if feasible.
- Providing a pro-rated credit based on the remaining months of the warranty period.

3. Limitations of Liability and Exclusions the Manufacturer's liability is limited strictly to the value of the tank itself. This warranty **specifically excludes** the cost of installation, removal, product disposal, and any consequential or incidental damages.

This warranty is completely voided, and liability is excluded, if the defect is caused or contributed to by any of the following:

- Incorrect installation, including failing to follow specific instructions or installing a vertical tank fully or partially underground.
- Insufficient plumbing, failure to use flexible connections, or any hindrance to the natural expansion and contraction of the tank.
- Accidents, intentional damage, modifications, or improper use, including storing materials incompatible with the tank's specific gravity rating or chemical resistance guidelines.



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- Damage caused by natural disasters (storms, freezing, landslides, lightning), pests, extreme climatic degradation, or lack of a smooth base free of protruding objects.

4. Claim Submission and Proof of Purchase To submit a warranty claim; the original end-user must notify the Manufacturer or authorized distributor in writing within 14 days of the product failure.

- The original invoice or proof of purchase must be provided.
- Additional documentation, including photographs of the failure and the installation, may be required.
- **DO NOT** remove the tank from its current installation or dispose of it prior to receiving a formal return authorization from the Manufacturer.

5. Non-Transferable This Limited Warranty is provided solely to the original end-user and cannot be transferred.

6. Disclaimers THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THIS STATED LIMITED WARRANTY. THE MANUFACTURER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Governing Law This Limited Warranty shall be governed by the laws of the State of Utah, without giving effect to any choice of law rules. Any disputes regarding matters relating to these goods will be resolved exclusively in the State of Utah. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from state to state.