

# **Fireguard® LIMITED WARRANTY**

## **Limitations of Liability and Disclaimer**

### **What is Covered by this Warranty**

Provided that the conditions set forth below are satisfied, the steel tank manufacturer identified with the tank (hereinafter referred to as "Warrantor") warrants the **Fireguard®** tank for 30 years 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 operating conditions covered by this Warranty: (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; and (iii) against internal corrosion as long as the product stored within the tank is compatible with steel. In addition, the Warrantor warrants the tank against failure due to defective materials and workmanship for up to 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:

1. The **Fireguard®** tank must be: (i) installed within the Continental United States of America, Alaska, Hawaii, and the Commonwealth of Puerto Rico or Canada; (ii) the tank was fabricated by the Warrantor so as to meet the **Fireguard®** Specifications; and (iii) the tank was installed and maintained in accordance with the applicable **Fireguard®** specifications and the applicable **Fireguard®** Installation Instructions that were in effect on the date of shipment by the Warrantor, any subsequent maintenance procedures of which the Owner has written notice, and any applicable governmental codes and regulations.
2. This Limited Warranty is not valid unless, and until, the Warranty Validation Card is fully completed by the Owner and returned to Steel Tank Institute (STI) within 30 days after the date of tank installation, or 90 days after the Warrantor's shipment of the tank, whichever comes first.
3. Upon discovery of a suspected tank failure or leak by the Owner, the Owner shall give the Warrantor written notice of the suspected tank failure or leak and permit the Warrantor or its designated representative to inspect the tank site prior to, during and after excavation of the tank. The tank owner bears the responsibility to identify that the cause of the failure is from one of the events within the Conditions covered by the Warranty.
4. Upon the Warrantor's determination that the tank failure or leak is covered by this Limited Warranty, the Warrantor at its sole option shall: (1) repair the tank; or (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. If the Warrantor is unable to repair or replace the tank, it shall refund the original purchase price of the tank.

### **What is Not Covered by this Warranty**

Warrantor does not warrant any piping system or any other attachments connected with the tank. Under no circumstances, shall the Warrantor be liable for (1) the cost of repair or replacement of any piping system or other attachments to the tank; or (2) labor costs or other installation costs for tank repair or replacement; or (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; or (5) tank failure due to defective materials and workmanship later than one year following delivery of the tank to the Owner. This Warranty does not cover STI Generator Base Tanks.

### **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 to the Owner. Under no circumstances, shall the liability of the Warrantor, or its affiliates or subsidiaries, under this warranty, exceed the purchase price of the tank.

IN NO EVENT SHALL THE WARRANTOR, OR ITS AFFILIATES OR SUBSIDIARIES, 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.**

### **Financial Assurance**

Warrantor may have purchased insurance to cover some of its warranty obligations under this Limited Warranty. Such insurance would provide financial assurance for Warrantor's warranty obligations, but would not insure the Owner directly. If the Warrantor has purchased such insurance coverage, the Owner may request that the Warrantor provide a certificate of insurance to evidence Warrantor's purchase of such insurance.

Effective with installations on or after March 2, 2004.