

L I M I T E D W A R R A N T Y

Fiberglass Tank Sumps for Underground Petroleum Tank Installations

Containment Solutions, Inc. ("C.S.I.") warrants to owner that new manufactured fiberglass tank sumps if used in accordance with C.S.I.'s published specifications, operating guidelines, and if installed, operated and maintained in the United States and Canada according to C.S.I.'s published installation instructions, supplemental instructions, and all applicable laws and regulations:

- I. Will not leak for a period of thirty (30) years from date of original delivery due to natural external corrosion;
- II. Will not leak for a period of thirty (30) years from date of original delivery due to internal corrosion.
- III. Will not leak for a period of thirty (30) years from date of original delivery due to structural failure (spontaneous breaking or collapse caused by material defects) provided the installation is performed and validated by a qualified installation contractor as defined in the subsequent required conditions.
- IV. Will be free from material defects in materials and workmanship for a period of one (1) year following the date of original delivery by C.S.I.

Additional required conditions to warranty effectiveness:

For this warranty to be valid the tank sump must have been installed on a C.S.I. manufactured fiberglass underground petroleum storage tank and by a qualified installer trained in accordance with the C.S.I. contractor training course and all available installation instructions. To be qualified the installing company must have a valid certificate of completion on file with C.S.I. at the time of installation. After initial installation of the tank sump, the tank sump installation checklist supplied by C.S.I. must be properly completed by the contractor and the owner's representative, and the owner must retain the completed checklist to verify proper installation of the tank sump. The completed checklist must be delivered to C.S.I. only at the time of any claim under this warranty, and failure to do so may result in denial of the claim at the discretion of C.S.I. A claimant must give C.S.I. the opportunity to observe and inspect the tank sump prior to the removal of any backfill surrounding the tank sump, removal of the tank sump from the ground, or removal of any factory installed appurtenance, or the claim will be barred.

C.S.I. WARRANTIES ARE EFFECTIVE UPON PAYMENT IN FULL, AND C.S.I. IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE ANY SERVICE UNTIL C.S.I. RECEIVES PAYMENT IN FULL.

What is not covered by the warranty:

The foregoing warranty does not extend to any piping system or any other attachments connected to the tank sump. Under no circumstances shall C.S.I. be liable for (1) the cost of repair or replacement of any piping system or other attachments to the tank sump; or (2) labor costs or other installation costs for tank sump repair or replacement; or (3) damage to the tank sump or other property resulting from the piping system or attachments connected to the tank sump.

The foregoing warranty does not extend to damage due to acts of God, or failures 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 their rated capacity, contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of C.S.I.

C.S.I. 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.

C.S.I.'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO, AT OUR OPTION, (I) REPAIR OF THE DEFECTIVE TANK SUMP, (II) REFUND OF THE ORIGINAL PURCHASE PRICE OF THE TANK SUMP FROM C.S.I., OR (III) DELIVERY OF A REPLACEMENT TANK SUMP TO THE POINT OF ORIGINAL DELIVERY. REPLACEMENT ACCESSORIES WILL BE PROVIDED BY C.S.I. AND WILL BE EITHER NEW OR RECERTIFIED. ALL RECERTIFIED PRODUCTS HAVE BEEN TESTED TO ENSURE THAT THEY ARE FUNCTIONALLY EQUIVALENT TO A NEW PRODUCT. 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 C.S.I. C.S.I. 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. C.S.I. SHALL HAVE NO LIABILITY FOR 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 CSI'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE ACCESSORY WHICH GAVE RISE TO SUCH LIABILITY. THE FOREGOING WARRANTY CONSTITUTES C.S.I.'S EXCLUSIVE OBLIGATION AND C.S.I. MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCESSORY OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY C.S.I. OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Effective Date: 02/01/2014

