



Limited Warranty – Industrial Wastewater

Fiberglass Tank Solutions, LLC (FTS) warrants to (Owner) that our underground storage tank, if installed, used and maintained in the United States in accordance with FTS published specifications, installation instructions and operating guidelines, all applicable laws and requirements, and the limited UST applications defined herein, will be free from defects in materials against corrosion for a period of one (1) year from date of original delivery by FTS. UST applications for the purpose of this warranty are limited to the collection and storage of water, wastewater or solids or liquid organic sewage at temperatures not to exceed 120 degrees F.

The foregoing warranty does not extend to UST's or accessories (collectively "Goods") damaged due to acts of God, war, terrorism, or failure of Goods caused, in whole or in part, by misuse, improper installation, storage, servicing, maintaining, or operation in excess of the rated capacity, contrary to their recommended use, or contrary to the UST's application defined above, whether intentional or otherwise, or any other cause or damage of any kind not the fault of FTS. FTS only warrants repairs or alternations performed by FTS or its authorized contractors.

Owner's sole and exclusive remedy for breach of warranty is limited at FTS's option to: (a) repair of the defective UST, (b) delivery or replacement UST to the point of original delivery, or (c) refund of the original purchase price of the whole or component in question. A claimant must give FTS the opportunity to observe and inspect the UST and / or accessories prior to removal from the ground or the claim will be forever barred. All claims must be made in writing within twenty (30) year after UST and /or accessory failure or be forever barred.

THE FOREGOING WARRANTY CONSTITUTES FTS'S EXCLUSIVE OBLIGATION AND FTS MAKES NO OTHER WARRANTY OR RERESENTAION, EXPRESS OR IMPLIED, WITH RESPECT TO THE UST OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO THE OWNER BY FTS OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PRPOSE, OR OTHERWISE. THE SELLER (FIBERGLASS TANK SOLUTIONS, LLC) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE SELLER (FTS) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (OWNER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR THE BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF FTS. FTS 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 THE WARRANTY DOES NOT FAIL OF THIS ESSENTIAL PURPOSE. FTS SHALL HAVE NO LIABILITY FOR COST OF INSTALLATION OR REMOVAL OF GOODS, ENVIRONMENTAL CONTAMINATIONS, FIRE, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY OR INCIDENTAL CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL FTS, INC.' TOTAL LIABILITY

HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS WHICH GAVE RISE TO SUCH LIABILITY.



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