

LIMITED WARRANTY
DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF DAMAGES
Underground Petroleum Storage Tanks

FTS Petro, LLC ("FTS") provides this standard limited warranty (the "Limited Warranty") to the original retail purchaser ("Owner") of its underground fuel storage tank (the "Tank") and/or Tank components, parts or accessories manufactured by FTS, if any ("FTS Components") on the following terms:

1. **LIMITED WARRANTIES.** Each of the following is subject to the exclusions and conditions set forth in this Limited Warranty.
 - (a) **External Corrosion Limited Warranty.** FTS warrants that the Tank will not fail due to natural external corrosion for a period of thirty (30) years from the date the Tank is originally delivered to Owner (the "Tank Delivery Date").
 - (b) **Internal Corrosion Limited Warranty.** FTS warrants that the Tank will not fail due to internal corrosion for a period of thirty (30) years from the Tank Delivery Date, if it is used solely-with or without tank water bottoms-to store:
 - i. gasoline, jet fuel, aviation fuels, motor oils, motor vehicle waste oils, kerosene, diesel fuel, or fuel oils:
 - gasoline and ethanol blended motor fuels (per applicable ASTM fuel standards) E10 (90% gasoline and 10% ethanol)
 - E15 (85% gasoline and 15% ethanol)
 - E85 (85% ethanol and 15% gasoline)
 - other ethanol blends up to and including 100% ethanol
 - ii. gasoline and methanol blended motor fuels (per applicable ASTM fuel standards)
 - M85 (85% methanol and 15% gasoline)
 - other methanol blends up to and including 100% methanol
 - iii. biodiesel fuel blends up to 100% biodiesel (per applicable ASTM fuel standards)
 - (c) **Structural Failure Limited Warranty.** FTS warrants that the Tank will not fail for thirty (30) years from the date of original delivery by FTS due to structural failure, defined as spontaneous breaking or collapse caused by material defects in materials or workmanship.
 - (d) **One-Year Workmanship Warranty.** FTS warrant that the Tank will meet FTS' published specifications and be free of material defects in materials and workmanship for one (1) year following the original delivery date.
 - (e) **Accessory Warranty.** FTS warrants to Owner that all FTS-manufactured tank accessories, if installed, used, and maintained in the United States or Canada in accordance with applicable FTS specifications and installation instructions, will be free of material defects for one (1) year from the date of original delivery by FTS.
 - (f) **Recertification Requirement for Moved Tanks.** If a tank or accessory is removed, moved, and reinstalled at a new location for continued active service, FTS must re-certify the tank and accessories for the balance of the original limited warranty to continue.
 - (g) **Proper installation, use and maintenance.** FTS warranties, as set forth above, apply only if the Tank is installed, used, and maintained in the United States in accordance with FTS' published specifications, installation instructions, operating guidelines, applicable supplemental materials, all applicable laws and regulations, and limited to storage of the products listed above at ambient temperatures (or fuel oils used in oil-burning equipment at temperatures not to exceed 150°F / 65°C).
2. **EXCLUSIONS.** The limited warranties in Section 1 above shall not apply in connection with any of the following:
 - (a) failure to complete any of the Required Owner Actions listed in Section 3(b) herein in the timeframe listed therein;
 - (b) use of the Tank to store anything other than the following listed in ANSI/CAN/UL/ULC 1316:2018 at the specified temperatures (the "Approved Fluids") and any damages, failures or alterations caused or contributed to by such use:
 - i. gasoline, jet fuels, aviation fuels, motor oils, kerosene or diesel motor fuel, at ambient temperatures;
 - ii. gasoline and ethanol or methanol motor fuels with blend of up to 100% ethanol or 100% methanol (per ASTM fuel standards), at ambient temperatures;
 - iii. biodiesel fuel blends up to 100% biodiesel (B100 per ASTM fuel standards), at ambient temperatures;
 - iv. oxygenated motor fuels with up to 20%, by volume, of methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), diisopropyl ether (DIPE), tertiary butyl alcohol (TBA), tertiary amyl methyl ether (TAME) or tertiary amyl ethyl ether (TAEE), at ambient temperatures; or
 - v. diesel fuel oils for oil burning equipment, at temperatures not to exceed 150°F or 65°C;
 - (c) any products, components, parts or accessories not manufactured by FTS, including without limitation Third-Party Products (as defined in Section 3(f) and any consumable parts such as flange gaskets, manway gaskets and O-rings;
 - (d) repairs or alterations which were not performed by FTS or authorized contractors performing work authorized in writing by FTS.
 - (e) removal of the Tank or any accessories from the original installation site and reinstallation at a new location without prior FTS inspection of such removal and reinstallation and FTS recertification of the Tank and accessories, or any failure to take steps reasonably requested by FTS in connection with the same;
 - (f) normal wear and tear, abuse (whether chemical, accidental or deliberate), abnormal or unlawful use, neglect or alteration; and/or
 - (g) damages, failures or alterations caused or contributed to by any of the following:
 - i. loading, unloading, storage, installation, operation, repair or maintenance in a location outside of the United States or Canada or in a manner not strictly in accordance with all applicable federal, provincial, state and local laws, codes, rules and regulations and all FTS instructions (including without limitation the Installation Manual (as defined in Section 3(a)), guidelines (including without limitation operating guidelines) and specifications provided or made available to Owner;
 - ii. failure in whole or in part of any Third-Party Products (specifically including without limitation alarms and sensors) for any reason, including without limitation lack of servicing, maintenance or inspection;
 - iii. loads or use in excess of that supported pursuant to the applicable American Association of State Highway Transportation Officials (AASHTO) traffic load rating standard (as amended, supplemented or replaced from time to time) specified in the Installation Manual given the depth of burial and type of cover used (for the avoidance of doubt and without limiting the foregoing, Tanks are manufactured for AASHTO H-20 and HS-20 traffic loads and support such loads and use so long as the burial depth and cover requirements for such traffic specified in the Installation Manual are strictly followed; if they are not, such loads or use would void this Limited Warranty).
 - iv. war, terrorism or acts of God or hazards of nature (including without limitation earthquake, ground movement, storm, high wind, fire or flood), misuse or unlawful use, improper installation, storage, servicing, or maintenance, operation beyond rated capacity, operation contrary to recommended use, or any other cause not the fault of FTS.
 - v. excessive hydrostatic pressure, inadequate site drainage, ground water, underground springs or underground obstructions;
 - vi. operation in excess of the Tank or FTS Component's rated capacity or contrary to its recommended use;
 - vii. misuse, servicing or lack thereof, or maintenance or lack thereof of the Tank, any FTS Component or any Third-Party Product; or
 - viii. loading, transporting, unloading, installation, repairs, alterations, modifications or any other work undertaken by Owner or a third party.
3. **OTHER CONDITIONS.** The following shall apply in connection with the Limited Warranty:
 - (a) **Installing Contractor; Installation.** It is the sole responsibility of Owner to confirm the standing of the tank installer (the "Installing Contractor") and to take all steps necessary to verify that the Installing Contractor is qualified, licensed and insured and in compliance with all applicable federal and state requirements. Installing Contractors, including those that are FTS distributors, are independently owned and operated third-party businesses and are not owners or agents (in fact or by law) of FTS. Neither FTS nor its affiliates shall be responsible or liable for any acts or omissions of Installing Contractors, including those that are FTS distributors, or any damages resulting from those acts or omissions. Owner should conduct, or cause Owner's authorized representative to conduct, independent due diligence sufficient to confirm that the Installing Contractor is reputable and experienced, including without limitation by contacting

the applicable state or provincial agency in the state or province where the Tank will be installed for guidance in this regard and to determine applicable licensing, certification and other requirements. In addition, Owner shall take, or cause Owner's authorized representative to take, the following actions in connection with installation of the Tank (the "Installation Actions"):

- i. provide the Installing Contractor with a copy of the then-current FTS tank installation and handling manual (the "Installation Manual") and the then-current FTS tank installation checklist form included therein (the "Installation Checklist");
- ii. ensure the Tank is installed in strict accordance with the Installation Manual and the Installation Checklist, as well as all applicable federal, provincial, state and local laws, codes, rules and regulations and all industry standards and trade practices;
- iii. ensure the Installation Checklist is properly completed and executed by the Installing Contractor and Owner or Owner's legally authorized representative; and
- iv. retain a copy of the properly completed and fully executed Installation Checklist and any correspondence regarding variances from the Installation Manual to provide in connection with any claim under this Limited Warranty.

(b) **Required Owner Actions in Limited Warranty Claim.** To be eligible for Limited Warranty services, each of the following actions must be or have been (as indicated below) completed by Owner (collectively, the "Required Owner Actions"). Owner must:

- i. have provided, or caused another to provide, FTS with the following information in writing at or prior to the Tank Delivery Date:
 1. Owner's full name, and
 2. the address of the original Tank installation site;
- ii. have taken, or caused Owner's authorized representative to take, the Installation Actions;
- iii. provide FTS with a copy of the properly completed and fully executed Installation Checklist, along with a copy of any correspondence regarding variances from the Installation Manual, at the time any Limited Warranty claim is made;
- iv. have paid the Purchase Price (as defined in Section 3(e)) in full;
- v. notify FTS in writing within the sooner of:
 1. seven (7) days of becoming aware of a potential Limited Warranty claim;
 2. 48 hours of an alarm or sensor being triggered for an outer wall leak that is confirmed to not be a false alarm; or
 3. in the case of a release Owner is required to report to local authorities, 24 hours from the time Owner is required to report the same; and
- vi. provide FTS and/or its designated affiliates, agents and/or subcontractors, as directed by FTS, with a reasonable opportunity to inspect the Tank, the installation and use thereof, and all records kept in connection therewith, including without limitation Tank and sensor inspection and maintenance records, and ensure that neither the Tank nor any surrounding backfill or factory-installed appurtenances are removed prior to such inspection. Notices and information required by the foregoing must be mailed and emailed to the following: FTS Petro, LLC, P.O. Box 326, Montreal, Missouri 65591 and info@fgtsolutions.com.

(c) **Damages Limitation.** FTS shall have no liability for installation, reinstallation or removal costs, environmental contamination, amelioration or rehabilitation, fires, explosions, loss of time or use, inconvenience, interruption of business, downtime, transportation costs, damage to property or lost revenues, lost profits, lost business opportunities, lost production time or similar loss or any expense incurred by Owner or any third-party, or any other incidental, indirect, special, consequential, exemplary or punitive damages of any kind, whether or not FTS has been advised of the possibility of such damage and even though caused in whole or in part by the negligence (whether sole, joint or concurrent), gross negligence strict liability or other legal fault of FTS, allegedly rising from any defect or breach of warranty, or in connection with any replacement or repair hereunder, whether any such claim or damages be based upon warranty, contract, negligence, strict liability, tort or otherwise. In no event shall FTS' total liability hereunder exceed the original purchase price (as defined below) paid to FTS for the Covered Product (as defined below). It is expressly agreed that this Limited Warranty does not fail of its essential purpose.

(d) **Disclaimers.** Other than the express Limited Warranty herein contained, which may not be altered in any manner without the express written consent of FTS, neither FTS nor any of its affiliates makes any warranty or representation, express or implied, with respect to the tank, FTS components, or any related service, advice or consultation. Implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, performance, non-infringement and title, are hereby expressly disclaimed by FTS and its affiliates and waived to the fullest extent allowed by law. The Tank, any FTS component(s) and any related service, advice, or consultation is provided "As Is", will all faults and without warranty of any kind other than this express Limited Warranty, and any warranties in connection therewith implied by any course of dealing or usage are expressly excluded.

(e) **Exclusive Remedies.** If the Limited Warranty is applicable, FTS shall, at its option:

1. Repair of the defective tank or accessory,
2. Replacement delivered to the original delivery point, or
3. Refund of the original purchase price.

FTS may require removal of the tank or accessory from the ground to evaluate a claim. A claimant must allow FTS to inspect the installation before removal of any backfill or tank/accessory, or the claim is barred.

Claimant must provide the complete Tank Installation Checklist and all required documentation, photographs, and related materials.

All claims must be made in writing within one (1) year after tank or accessory failure or be forever barred.

(f) **Third-Party Products.** FTS manufactures only the Tank shell and any FTS Components. All other accessories, consumable parts, components, goods and materials associated with the Tank are manufactured by third parties ("Third Party Products"). Neither FTS nor its affiliates shall have any warranty or other obligation with respect to Third Party Products, and the warranty (if any) of the respective third-party manufacturer(s) will instead apply. Owner agrees to be bound by the terms, covenants and conditions of the respective third-party manufacturers' warranties and to look solely to such manufacturers in the event of a breach of any such warranties. Owner agrees that the disclaimers in Section 3(d) above shall apply equally to any goods or materials manufactured by third parties.

(g) **Governing Law; Jurisdiction and Venue.** The laws of the State of Missouri shall govern the construction and interpretation of this Agreement, without regard to any provision that would otherwise result in the application of the laws of any other state or jurisdiction (including conflicts of laws principles). The parties hereto expressly agree to Camden County, Missouri or any Federal District Court located within Missouri as the exclusive venue for redress of all rights, obligations, and claims under this warranty.

(h) **Sole Recourse.** This Limited Warranty is accepted by Owner with the understanding and agreement that:

1. this Limited Warranty may only be enforced against, and any Claims may only be brought against FTS, and not against any direct or indirect parent or subsidiary of FTS, or any past, present or future equity owner, director, officer, manager, employee, incorporator, affiliate, agent, attorney, lawyer or representative of, or any financial advisor or lender to, FTS or any of the foregoing ("Released Persons");
2. no Released Person shall have any liability on any basis (whether in contract or tort, at law or in equity, granted by statute or otherwise) for any Claims;
3. Owner will in no event threaten or assert any Claim against any of the Released Persons, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise and, to the maximum extent permitted by the governing law specified in Section 3(g), Owner hereby waives and releases all such Claims against such Released Persons that may otherwise be available at law or in equity to avoid or disregard the entity form of FTS or otherwise impose liability of FTS on any Released Person; and
4. Owner shall indemnify FTS and each of the Released Persons from all claims, losses, injuries, damages, fees, costs, expenses, complaints and liabilities incurred or required as a result of a breach by Owner of any of the provisions of this Section.

(i) **Disclaimer of Other Warranties.** The foregoing Limited Warranty constitutes FTS' exclusive obligation. FTS makes no other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. FTS shall have no liability for installation or removal costs, environmental contamination, fires or explosions, incidental, consequential, punitive, or other damages. IN NO EVENT SHALL FTS' TOTAL LIABILITY EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS.

(j) **Severability.** If any term contained in this Limited Warranty is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Limited Warranty, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

(k) **Section Headings.** Section headings are for convenience of reference only and shall not be taken into account in the construction or interpretation of this Limited Warranty.

(l) **Ambiguities.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Limited Warranty. The language in this Limited Warranty shall be interpreted as to its fair and reasonable meaning and not strictly for or against any party.

(m) **Consumer Notice.** This Limited Warranty gives Owner specific legal rights. Owner may also have other rights which vary from state to state.