

Limited Warranty

Flowtite® Products - Underground Non-Potable Water Storage Tank

Containment Solutions Inc. ("C.S.I.") warrants to ("Owner") that new manufactured underground non-potable water tanks, if used in accordance with C.S.I.'s published specifications, operating guidelines, and the limited non-potable water applications defined herein, and if installed, operated and maintained in the United States and Canada according to C.S.I.'s published installation instructions and all applicable laws and regulations, will be free from material defects in materials and workmanship for a period of one (1) year from date of original delivery by C.S.I. Non-potable water applications for purposes of this warranty are limited to the storage of water at temperatures not to exceed 150° F.

If any tank is removed from an installation, moved to Owner's new location and is intended for active service at the new location, the tank must be recertified by C.S.I. in order to maintain the warranty as originally extended. C.S.I. does not warrant any product, components or parts manufactured by others.

The foregoing warranty does not extend to tanks damaged due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, storage, servicing, maintenance, or operation in excess of their rated capacity, contrary to their recommended use, or contrary to the non-potable water applications defined above, whether intentional or otherwise, or any other cause or damage of any kind not the fault of C.S.I. Payment out of terms will result in the warranty being suspended until such time as the invoice is paid in full.

Owner's sole and exclusive remedy for breach of warranty is limited at C.S.I.'s option to: (A) repair of the defective tank, (B) delivery of a replacement tank to the point of original delivery, or (C) refund of the original purchase price. A claimant must give C.S.I. the opportunity to observe and inspect the tank prior to removal from the ground or the claim will be barred. All claims must be made in writing within one (1) year after tank failure or be forever barred.

C.S.I.'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED, AT OUR OPTION, TO (I) REPAIR OF THE DEFECTIVE TANK, (II) DELIVERY OF A REPLACEMENT TANK TO THE POINT OF ORIGINAL DELIVERY, OR (III) REFUND OF THE ORIGINAL PURCHASE PRICE. 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 TANK 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 TANK 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 TANK 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: 09/01/2010

