

# METAL PRODUCTS COMPANY

## ABOVEGROUND TANK LIMITED WARRANTY FOR U/L 142 Limitations of Liability and Disclaimer

### What is Covered by this Warranty

Provided that the conditions set forth below are satisfied, the steel manufacturer identified with this tank (hereinafter referred to as "Warrantor") warrants the product for 5 year following delivery of the product to the tank owner at the time of the original installation against failure 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 a period of 1 year.

### Conditions to Warranty Effectiveness

The limited warranties set forth herein are subject to the following conditions:

1. The product (i) must be installed within the Continental United States of America, Alaska, Hawaii, and the Commonwealth of Puerto Rico or Canada; (ii) was fabricated by the Warrantor so as to meet UL 142 Specifications; and (iii) maintenance procedures of which the Owner has written notice, and any applicable governmental codes and regulations must be done.
2. Upon discovery of a suspected covered failure or leak by the Owner, the Owner shall give the Warrantor written notice of the suspected failure or leak and permit the Warrantor or its designated representative to inspect the tank site prior to, during and after removal 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.
3. Upon the Warrantor's determination that the failure or leak is covered by this Limited Warranty, the Warrantor at its sole option shall: (1) repair the product; or (2) replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original product; or (3) refund the purchase price of the original product. If the Warrantor is unable to repair or replace the tank, it shall refund the original purchase price of the product.

### What is Not Covered by this Warranty

Warrantor does not warrant any piping system of 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 replacement of tank or dike; or (3) damage to the product or other property resulting from the accumulation of water in the tank or dike; or (4) damage caused by other improper operating or maintenance practices, including maintenance to the exterior paint or coating. Tank is warranted for Petroleum products only and not for liquids that are not compatible with steel.

### 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 product.

IN NO EVENT SHALL THE WARRANTOR, OR ITS AFFILIATED 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 DAMAGED, 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.

### 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, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.