

# HydroGuard<sup>®</sup> System Limited Warranty

## Double-Wall Underground Petroleum Storage Tank, Collars & Sumps

Containment Solutions, Inc. ("C.S.I.") warrants to owner that new hydrostatic double-wall underground storage tanks, collars and tank sumps 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 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, provided the tank is used solely to store the following products with or without water bottoms:
  - A. Diesel fuel oils for oil burning equipment at temperatures not to exceed 150°.
  - B. Gasoline, jet fuel, aviation gasoline, motor oil (new or used), kerosene, diesel motor fuel at ambient temperatures.
  - C. Alcohol-gasoline blend motor fuels at ambient temperatures:
    - Gasoline-ethanol blends with up to 100% ethanol.
    - Gasoline-methanol blends with up to 100% methanol.
  - D. Oxygenated motor fuels at ambient temperatures with up to 20% (by volume) methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary butyl alcohol (TBA), tertiary amyl methyl ether (TAME), or tertiary amyl ethyl ether (TAEE).
  - E. Biodiesel-diesel blends with up to 100% biodiesel (B100 per ASTM) at ambient temperatures.
- III. Will not leak for a period of thirty (30) years from date of original delivery due to structural failure (defined as spontaneous breaking or collapse caused by material defects in materials and workmanship).
- 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.

After initial installation of the tank and sumps, the 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. The completed checklist must be delivered to C.S.I. 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 and sumps prior to the removal of any backfill surrounding the tank and removal of the tank from the ground or the claim will be barred.

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 installed product, component, 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, whether intentional or otherwise, or any other cause or damage of any kind not the fault of C.S.I. Third party tank or sump repairs or modifications of any kind shall void this warranty. Payment out of terms will result in the warranty being suspended until such time as the invoice is paid in full.

C.S.I.'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED, AT OUR OPTION, TO (I) REPAIR OF THE DEFECTIVE TANK, COLLAR AND SUMP(S), (II) DELIVERY OF A REPLACEMENT TANK AND SUMP(S) 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. AS SET FORTH HEREIN. 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: 02/01/2009

