

# Fiberglass Underground Tank Accessories

## Limited Warranty

All accessories are warranted to be free from material defects in workmanship and materials for a period of one (1) year following date of original delivery by Fiber Glass Systems, L.P. ("FGS") if used in accordance with FGS's published specifications, operating guidelines, and if installed, operated, and maintained according to FGS's published installation instructions, supplemental instructions, and all applicable laws and regulations.

FGS WARRANTIES ARE EFFECTIVE UPON PAYMENT IN FULL, AND FGS IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE ANY SERVICE UNTIL FGS RECEIVES PAYMENT IN FULL.

What is not covered by the warranty:

The foregoing warranty does not extend to damage due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, unauthorized storage, servicing or lack thereof, maintenance or lack thereof, 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 FGS

FGS does not warrant any installed product, component, or parts manufactured by others. All consumable parts including but not limited to gaskets and o-rings are excluded from this warranty. Third party repairs or modifications of any kind shall void this warranty.

FGS'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO, AT OUR OPTION, (I) REPAIR OF THE DEFECTIVE ACCESSORY, (II) REFUND OF THE ORIGINAL PURCHASE PRICE OF THE ACCESSORY FROM FGS, OR (III) DELIVERY OF A REPLACEMENT ACCESSORY TO THE POINT OF ORIGINAL DELIVERY. REPLACEMENT ACCESSORIES WILL BE PROVIDED BY

FGS AND WILL BE EITHER NEW OR RECERTIFIED. ALL RECERTIFIED PRODUCTS HAVE BEEN TESTED TO ENSURE THAT THEY ARE FUNCTIONALLY EQUIVALENT TO A NEW PRODUCT. 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 FGS. FGS 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. FGS SHALL HAVE NO LIABILITY FOR 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 FGS'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE ACCESSORY WHICH GAVE RISE TO SUCH LIABILITY. THE FOREGOING WARRANTY CONSTITUTES FGS'S EXCLUSIVE OBLIGATION AND FGS MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCESSORY OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY FGS OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Effective Date: 02/01/2014