

## Flowtite® Products - Onsite Septic Tanks

# Limited Warranty

Fiber Glass Systems, L.P. (“FGS”) warrants to (“Owner”) that new manufactured underground onsite septic tanks, if used in accordance with FGS’s published specifications, operating guidelines, and the limited storage applications defined herein, and if installed, operated and maintained in the United States and Canada according to FGS’s published installation instructions, supplemental instructions and all applicable laws and regulations, will be free from defects in materials and workmanship for a period of one (1) year from date of original delivery by FGS Storage applications, for the purposes of this warranty, are limited to the collection and storage of decomposable human solid or liquid organic septic at temperatures not to exceed 100° F.

Additional required conditions to warranty effectiveness:

For this warranty to be valid the tank must have been installed by a qualified installer trained in accordance with the FGS contractor training course and all available installation instructions. To be qualified the installing company must have a valid certificate of completion on file with FGS at the time of installation. After initial installation of the tank, the tank installation checklist supplied by FGS 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 FGS only 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 FGS. A claimant must give FGS the opportunity to observe and inspect the tank prior to the removal of any backfill surrounding the tank, removal of the tank from the ground, or removal of any factory installed appurtenance, 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 FGS in order to maintain the warranty as originally extended.

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 tanks damaged due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, storage of fluids not included in the above-mentioned conditions, 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.

THIS WARRANTY IS NULL AND VOID IF A TANK HAS BEEN USED FOR ANY PRODUCT OTHER THAN THOSE EXPLICITLY DESCRIBED ABOVE, INCLUDING ANY SUBSTANCE CONTAINING A “HAZARDOUS SUBSTANCE” AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (CERCLA OR “SUPERFUND”) WHICH DESIGNATES CERTAIN CHEMICALS AS “HAZARDOUS SUBSTANCES.” SEE 42 UNITED STATES CODE, SECTION § 9601(14).

FGS’S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO, AT OUR OPTION, (I) REPAIR OF THE DEFECTIVE TANK, (II) REFUND OF THE ORIGINAL PURCHASE PRICE OF THE TANK FROM FGS, OR (III) DELIVERY OF A REPLACEMENT TANK TO THE POINT OF ORIGINAL DELIVERY. REPLACEMENT TANKS WILL BE PROVIDED BY FGS AND WILL BE EITHER NEW OR RECERTIFIED. ALL RECERTIFIED TANKS HAVE BEEN TESTED TO ENSURE THAT THEY ARE FUNCTIONALLY EQUIVALENT TO A NEW TANK. 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 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 FGS’S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE TANK 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 TANK 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: 08/1/2018