

ACT-100-U® 10 Year + Additional 20 Year Extension Limited Warranty
Limitations of Liability and Disclaimer

What is Covered by this Warranty

Provided that the conditions set forth below are satisfied, the steel tank manufacturer identified with the tank (hereinafter referred to as “Warrantor” warrants the **ACT-100-U®** tank for 30 years (10 years + an additional 20 years) following delivery of the tank to the tank owner at the time of the original installation (“the Owner”), against any of the following events which may occur, provided the event occurs under conditions covered by this Warranty: (i) non-corrosion related structural failure such as cracking, break-up or collapse; or (ii) corrosion caused by reaction of the tank with its soil environment; or (iii) perforation of the tank caused by internal corrosion for those tanks equipped with wear plate(s) and used to store heating or motor fuels, including alcohols and other compatible contents, which is caused by these heating or motor fuels, alcohols and other compatible contents; or (iv) the perforation of the primary tank caused by internal corrosion as long as the product stored within the tank is not corrosive to steel; or (v) compatibility failures with the internal tank wall (such as blistering, cracking of the tank wall and stiffeners, permeation of product through the tank wall, delamination, and loss of tank wall due to crazing, solvation or dissolution). Water which accumulates in the primary tank solely as a result of incidental or natural accumulation due to condensation or sediment arising from the product shall not be considered a corrosive product. In addition, the Warrantor warrants the tank against failure due to defective materials and workmanship for up to 1 year following the delivery of the tank to the Owner.

Conditions to Warranty Effectiveness

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

1. The **ACT-100-U®** tank must be: (i) the original underground installation within the Continental United States of America, Alaska, Hawaii, and the Commonwealth of Puerto Rico; (ii) the tank was fabricated by the Warrantor so as to meet the **ACT-100-U®** Specifications; and (iii) the tank was installed and maintained in accordance with the applicable **ACT-100-U®** specifications and the applicable **ACT-100-U®** Installation Instructions that were in effect on the date of shipment by the Warrantor, any subsequent maintenance procedures of which the Owner has written notice, and any applicable governmental codes and regulations; and (iv) operated at a temperature no greater than the maximum temperature limitations of the tank and its components as set forth in the specifications for the tank, which state that stored product shall not be heated; and (v) not used for the storage of #6 heated oil. Refer to the Installation Instructions attached to this document for technical requirements concerning relocation of this tank by the original owner, in order to retain warranty eligibility. Tanks remaining in their original installation location will retain warranty eligibility if the facility where the tank is installed is sold to a new owner.
2. This Limited Warranty is not valid unless, and until, the Warranty Validation Card is fully completed by the Owner and returned to the addressee set forth on the Warranty Validation Card within 30 days after the date of tank installation, or 90 days after the Warrantor’s shipment of the tank, whichever comes first.
3. Upon discovery of a suspected tank failure or leak by the Owner, the Owner shall give the Warrantor written notice of the suspected tank failure or leak and permit the Warrantor or its designated representative to inspect the tank site prior to, during and after excavation 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.
4. Upon the Warrantor’s determination that the tank failure or leak is covered by this Limited Warranty, the Warrantor at its sole option shall: (i) repair the tank; or (ii) deliver a replacement tank of approximately the same size, design, quality of material and workmanship as the original tank, such delivery to be to the site of the original installation, above ground, and shall not include removal, transport or disposal of the original tank being replaced, or the obligation or cost of installation of the replacement tank; or (iii) refund the purchase price of the original tank. If the Warrantor is unable to repair or replace the tank, it shall refund the original purchase price of the tank.

What is Not Covered by this Warranty

Warrantor does not warrant any piping system or any other attachments connected with the tank. Under no circumstances, shall the Warrantor be liable for (i) the cost of repair or replacement of any piping system or other attachments to the tank; or (ii) labor costs or other installation costs for tank repair or replacement; or (iii) damages to the tank or other property resulting from the accumulation of water in the tank, unless such accumulation is solely the result of incidental or natural accumulation due to condensation or sediment arising out of the storage of product that is compatible with the tank and not corrosive to steel; or (iv) tank failures caused, in whole or in part, by the tank owner’s failure to adhere to proper tank maintenance procedures as described in the Installation Instructions provided with the tank or otherwise made available to the tank; or (v) tank failure due to defective materials and workmanship later than one year following delivery of the tank to the Owner; or (vi) tank failures caused, in whole or in part, by the tank owner’s failure to follow applicable statutes, codes, ordinances and regulations regarding tank maintenance; or (vii) damage caused by other improper operating practices; or (viii) failures resulting from gage stick damage occurring under tank openings other than the designated opening with a wear plate installed; or (ix) cost of repair or replacement of internal linings or external coatings.

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 tank.

THE FOREGOING LIMITED WARRANTY CONSTITUTES THE EXTENT OF WARRANTOR’S OBLIGATIONS HEREUNDER. IN NO EVENT SHALL THIS WARRANTY CREATE ANY LIABILITY ON THE PART OF THE WARRANTOR, OR ITS AFFILIATES 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 DAMAGES, 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.

Consumer Notice

The exclusion of indirect or consequential damages and the limitation of implied warranties herein may not be applicable to purchasers who are deemed consumers and who reside in states that do not allow the limitation of implied warranties or the exclusion of indirect or consequential damages otherwise applicable to consumers. Moreover, if you are deemed a “consumer”, you may have specific legal rights in addition to those set forth in this warranty, which rights vary from state to state.

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

Financial Assurance

Warrantor may have purchased insurance to cover some of its warranty obligations under this Limited Warranty. Such insurance would provide financial assurance for Warrantor's warranty obligations, but would not insure the Owner directly. If the Warrantor has purchased such insurance coverage, the Owner may request that the Warrantor provide a certificate of insurance to evidence Warrantor's purchase of such insurance.

Effective with installations on or after July 1, 2017.

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