

Specialty Tank Welding Co., Inc.

Tank Sales, Manufacturing & Design

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STANDARD WARRANTY

Limited Warranty; Limitation of Liability; Limitation of Remedies

All tanks being provided by Specialty Tank & Welding Co. ("STW") are warranted by STW for a period of one (1) year from date of shipment ("Limited Warranty Period") to be free from substantial defects in workmanship and materials under normal use and service in conformance with Underwriters Laboratories UL-142 and UL-58 specifications. Notice of any alleged defect must be provided to STW within thirty (30) days of discovery. STW DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS.

STW only warrants its own products. STW does not warrant pumps, vent, gauges, or any other after-market additions to the STW Tank. Warranty claims related to non-STW Products should be directed to the respective manufacturers of those products.

STW SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY (PHYSICAL OR ECONOMIC), INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION) OR INCIDENTAL DAMAGES, ALLEGEDLY RESULTING OR ARISING FROM, OR RELATED TO OR BASED UPON, DIRECTLY OR INDIRECTLY, THE PRODUCTS, OR THE USE OR MISUSE OF THE PRODUCTS, BY BUYER OR BY THIRD PARTIES, EVEN IF STW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. STW SHALL NOT BE LIABLE FOR LABOR OR INSTALLATION COSTS.

STW's entire obligation and Buyer's exclusive remedy for defective tank claims and/or any other liability of STW arising out of the sale of a tank and/or use thereof by Buyer shall be to either replace or repair any defective tank that does not meet STW's Limited Warranty with a conforming tank or to provide a credit to the Buyer for the purchase price of the defective tank, provided that Buyer delivers such defective tank to STW's manufacturing plant. If STW determines that the tank is defective upon examination, STW has the option to repair or replace the tank or to issue a credit to the Buyer for the purchase price of the tank. If such tank is found to be defective, STW will pay all reasonable shipping costs for the return and reshipment of the Product. Any replacement tank will be warranted for the original Limited Warranty Period. All other remedies are disclaimed.

Tank handling and installation is a special craft and must be performed by a person experienced in rigging and moving tanks with equipment, or by a certified tank installer. THE BUYER AND/OR ITS AUTHORIZED INSTALLER MUST RETEST ALL TANKS AFTER DELIVERY PRIOR TO INSTALLATION.

Failure to comply with the terms of this warranty and/or with the terms of the Notification Regarding Buyer's Responsibility for Tank Selection, Use & Installation will void this warranty.