

## **Enduraplas Tank Warranty Details**

### 1. Poly Tank Limited Warranty:

Subject to other terms in this Limited Warranty, Manufacturer warrants to the original end user that Manufacturers' poly tanks will be free from material defects caused during the manufacturing process for a period of 5 years from the Purchase Date provided such warranty solely to the original end user shall be extended to 10 years from the Purchase Date if the original end user registers the Tank with Manufacturer within 30 days of the Purchase Date. To register the Limited Warranty, registration must be completed in accordance with the requirements set forth at [enduraplaswarranty.com](http://enduraplaswarranty.com).

### Limited Warranty for Non-Poly Tanks (including sprayers and refueling units):

Subject to other terms in this Limited Warranty, Manufacturer warrants to the original end user that that non-poly tanks, products and other parts manufactured by Manufacturer will be free from material defects caused during the manufacturing process for a period of 1 year from the Purchase Date unless otherwise expressly stated in writing by Manufacturer that an extended warranty applies. However, no warranty is provided with respect to the installation of outside components, unless previously authorized in writing by Manufacturer.

### 2. Other Warranties Disclaimed and Excluded:

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE LIMITED WARRANTY HEREIN STATED, AND MANUFACTURER EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, INFRINGEMENT, CUSTOM OR USAGE OF TRADE, AND COURSE OF DEALING. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF MANUFACTURER HAS AUTHORITY TO BIND MANUFACTURER TO ANY REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS LIMITED WARRANTY.

### 3. Limitation of Liability under the Limited Warranty

In addition to those warranties disclaimed and excluded in clause 2 above, Manufacturer expressly further limits its warranty and liability under the Limited Warranty as set forth below in this clause.

3.1 The liability of Manufacturer under this Limited Warranty is excluded to the extent that any defect has been caused or contributed to by:

- a) any accident, contamination, tampering, willful damage, abuse, modification, improper storage, improper use (including but without limitation the storage of material) or negligent act of, or omission by, any person other than Manufacturer;
- b) failure to comply with Installation Instructions or any improper installation of the Goods, including deterioration of the base on which any of the Goods rest or are mounted to;
- c) insufficient plumbing as described in Tank Installation Instructions;
- d) any hindrance to the natural expansion and contraction of the tank;

- e) any damage to the Goods caused by storm, freeze, wash away, landslide, mudslide, lightning, or any other natural phenomenon, vermin or other pests, and any undermining of the base of the Tank through any cause whatsoever;
- f) the repositioning of the Goods from their original installation;
- g) weathering or degradation of the Goods due to extreme climatic conditions;
- h) failures surrounding extra fittings NOT installed by Manufacturer;
- g) any staining or discoloration, including from trees or ash fall-out from fires or other causes;
- h) a Tank not being placed on a base that is free of any protruding objects of any kind;
- i) a Tank being used for any purpose other than the storage of suitable liquids at the ambient temperatures.

### 3.2 Without limiting the generality of clause 3.1:

- a) Manufacturer will not be liable for any personal injury, property damage, shipping costs, indirect or incidental damages, consequential losses, loss of liquids, installation charges, loss of profit or any like claims whatsoever arising from any use of, or incidental to, or repairs to any of the Goods by a party other than Manufacturer;
- b) to the extent that any component or material (including, but without limitation the polyethylene) used in the manufacture of any of the Goods is supplied and/or manufactured by a third party, the liability of Manufacturer is limited to Manufacturer's right of redress (if any) against the third-party supplier/manufacturer;
- c) Tanks feature a vented lid at the time of manufacture. Any subsequent pressurization of the Tank by removing the vent, sealing the vent, or otherwise will cause this Limited Warranty as to such Tank to be null and void.
- d) Manufacturer-produced outside tanks components (e.g., tank fittings, attachments accessory parts) are covered by the Limited Warranty only if installed by or preauthorized in writing by Manufacturer.

### 3.3 The liability of Manufacturer under this Limited Warranty is limited to, at Manufacturer's discretion:

- a) providing a comparable replacement Good FOB Manufacturer, any shipping or delivery charges are the responsibility of the person or entity filing the warranty claim;
- b) providing a credit at an amount calculated on a pro-rated basis at a sum equal to the price paid by the original entity or end user divided by 60 months (5 year warranty) or 120 months (10 year warranty) ? IF the end user has registered and activated their extended warranty within 30 days of the original purchase date), multiplied by the number of months remaining in the warranty period; or
- c) repairing the Good at no cost.

Manufacturer is NOT responsible for removal of the warranted Good. In the instance that Manufacturer requires the warranted Good be returned, said Good must be returned at Manufacturer's cost.

### 4. Claim Submission / Proof of Purchase:

To submit a Limited Warranty claim, contact Manufacturer at: [customercare@enduraplas.com](mailto:customercare@enduraplas.com). Notification of warranty claims must be made within 14 days of product failure. The original invoice or other similar proof of purchase of the applicable product or part must be provided by original end user to Manufacturer when making a claim under this Limited Warranty. Warranty claims must be received in writing by Manufacturer within the Limited Warranty period. Additional documentation, including but not limited to pictures of the failure and installation, may be requested and is required to complete the warranty claim. If you have questions about this Limited Warranty, contact Manufacturer at: [customercare@enduraplas.com](mailto:customercare@enduraplas.com).

#### 5. Nontransferable:

The Limited Warranty is given solely to the original end user and is nontransferable.

#### 6. Definitions - For this Limited Warranty the following definitions apply:

- a) Good(s) mean Tanks and/or other products, or parts manufactured by Enduraplas LLC.
- b) Manufacturer means Enduraplas LLC.
- c) Purchase Date means the date upon which the applicable goods were purchased by the original end user.
- d) Purchase Price means the actual price paid for the Goods by the original end user purchaser.
- e) Tank means the storage Tank manufactured by Manufacturer and purchased by the original end user Purchaser being the subject matter of this Limited Warranty.

#### 7. State Law:

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to certain parties. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to certain parties. This Limited Warranty gives specific legal rights and other rights, which vary from state to state, may also apply.

#### 8. Governing Law:

This Limited Warranty will be governed by the laws of the State of Minnesota, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. Any disputes regarding matters relating to the Goods will be resolved exclusively in the State of Minnesota and all parties consent to such jurisdiction. RIGHTS TO A JURY TRIAL, CLASS ACTION AND CONSOLIDATED DISPUTE RESOLUTION PROCEEDINGS ARE WAIVED TO THE EXTENT PERMITTED BY LAW.