



WARRANTY

Effective May 24th, 2013
Capacity: XXXXX Gallons
N° UL 629844

Tex-Tanks new products are warranted against defects of original manufacture and workmanship for the time periods set forth below when properly installed in accordance with Tex-Tanks published Installation Instructions, by Tex-Tanks worldwide certified and trained installers (contact Tex-Tanks for details), and used under normal and intended operating conditions.

The intended use of Tex-Tanks Tank Jacket products, are exclusively designed for short-term containment or conveyance of the foregoing fluids. Tex-Tanks products are neither fire retardant nor fire proof and must be kept clean for proper operation including, but not limited to, the removal of any standing fluid in the secondary containment products. Tex-Tanks does not warrant against the existence of standing fluid within the secondary containment space.

Tex-Tanks Secondary Systems are designed to contain a finite quantity of fluids. The company warranty requires the use of full functioning electronic leak detection equipment systems to alert the user to the presence of fluids in the secondary containment space and to automatically shut down the fuel transferring system.

Tex-Tanks tank jacket material is not UV ray resistant so warranty is void for tanks which will be exposed to sunlight for a period longer than 30 days whatsoever. Hard density polyethylene will be crack-free and stable when installed properly underground and this warranty is to be effective if and only if tanks are installed accordingly to the current installation instructions and exposure to UV rays is no longer than 1 month.

The customer's exclusive remedy under Tex-Tanks warranty is limited to furnishing replacement products in substitution for nonconforming product(s). Tex-Tanks shall not be liable or responsible for labor costs, installation costs, downtime, loss of profits, indirect damages, human impairment, pollution, incidental or consequential damages, or any other damages of any kind or nature in connection with nonconforming product(s). This warranty explicitly excludes and Tex-Tanks has no responsibility for, among other things, products damaged due to: Acts of God, electrical components, prolonged exposure of the foregoing fluids to the external or internal surface of the tank jacket, above ground installation (unless specified), improper storage or installation, abuse, misuse, operations, service wear, products which have been modified or repaired in any way which, in the sole judgment of Tex-Tanks, affects performance, products used with other components which have not been manufactured or sold by Tex-Tanks, or excessive wear caused by, among other things, neglect improper installation, freight or transportation damage, accidental damage, crashes or collisions.

Tank Jacketers around the world buying Tex-Tanks Tank Jacket products worldwide must have general liability insurance as well as pollution liability issued from insurance company's commonly sold pollution and general liability insurance policies which could also be a country's government, institution or agency requirement in some or in all countries around the world. Tex-Tanks will not be liable for any environmental or human pollution direct or indirect under any circumstance even if product is found to be defective. A certificate of insurance that shows general liability as well as pollution coverage will be required by Tex-Tanks on a yearly basis in order for Tank Jacket materials to be shipped.

Tank Jacketers buying Tex-Tanks Tank Jacket products worldwide will also warrant craftsmanship of the finished jacketed tank on their own, and Tex-Tanks will not be liable for any bad, incorrect, negligent or failed tank jacket application, as well as any installation or operation risk whatsoever.

Tex-Tanks reserves the right to inspect any product alleged by a customer to be defective and within the terms of this warranty prior to issuing replacement products. Tex-Tanks also reserves the right to request the customer to reimburse it, in advance, for the reasonable costs, including the costs of transportation necessary to review and/or inspect any product alleged by the customer to be defective and, when requested, payment by the customer of such costs in advance shall be a condition to Tex-Tank's obligations under this warranty.

This Warranty is subject to the requirement that the customer provide written notification to Tex-Tanks within thirty (30) days after the customer first discovers any cause, effect, or occurrence which may give rise to a claim under this warranty.

THE WARRANTY SET OUT HEREIN IS THE ONLY WARRANTY MADE BY TEX-TANKS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. REPLACEMENT PRODUCTS ARE WARRANTED ONLY FOR THE UNEXPIRED PERIOD OF THE ORIGINAL PRODUCTS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

The warranty set forth above shall extend for 1 year from date of original shipment against defects in manufacturing and workmanship, 30 years from date of original shipment against Tank Jacket leaks due to natural external corrosion of the Tank Jacket, and 30 years from date of original shipment against being the cause of leaks in the primary steel tank due to external corrosion of the Tank Jacket. The Tank Jacket system must be kept clean for proper operation including, but not limited to, the removal of any standing fluid between the Tank Jacket and steel tank, which shall be the customer's sole responsibility.

Warranty against defects (1 year) as well as warranty against external corrosion (30 years) are both void after any petroleum derived product is in contact with the interior or exterior of the tank jacket. Tex-Tanks should be immediately notified when this condition is found, and after finding, fixing and resolving the confirmed cause of why the product was in contact with the tank jacket; only in Tex-Tank's sole judgement that particular tank jacket's warranty could be re extended.