



## FIVE YEAR LIMITED WARRANTY

### PRODUCTS COVERED

- Fiberglass Tank Sumps
- Fiberglass Dispenser Sumps
- Fiberglass Twist-Lok Lid Retrofit Kits
- Fiberglass Penetration Fittings

#### I. EXPRESS WARRANTY

Petroleum Containment, Inc., a Florida Corporation, warrants to the original purchaser that the products listed in this warranty will not fail due to internal or external corrosion for a period of (5) years from the date of the original purchase when used as intended for the approved fuels listed in this warranty, under the conditions set forth in this warranty.

Petroleum Containment, Inc. also warrants to the original purchaser that the products listed in this warranty will be free from defects in materials and manufacturing workmanship for a period of (5) years from the date of the original purchase when used as intended under the conditions set forth in this warranty.

#### A. CONDITIONS

**The products covered under this warranty must be:**

- Purchased directly from Petroleum Containment, Inc. or an authorized Petroleum Containment distributor.
- Installed by a Petroleum Containment "Certified Installation Technician" (CIT) whose certification is valid at the time of product installation.
- Installed and used in accordance with all Petroleum Containment written instructions.
- Installed using only Petroleum Containment approved products including penetration fittings, epoxies, and fiberglass seam kits.
- Electronic sump sensors must be used in the lowest point of all rigid piping runs or in all sumps if using flexible piping. Sump sensors must be installed in the lowest part of the sump and must be tested annually to ensure performance.
- If a fuel leak occurs inside the sump, the leak must be corrected and all fuel must be removed from the sump within 3 days after the leak begins.
- All products must be installed and used in accordance with all local, state, and federal regulations.

**The products covered may only be used with the following approved fuels:**

- Gasoline
- Gasoline and Ethanol Blends up to E100
- Diesel including Ultra Low Sulfur Formulations
- Bio-diesel
- Kerosene

Twist-Lok Lid Retrofit Kits shall only be covered under this warranty if installed on existing Petroleum Containment tank sumps. Any claims under this warranty must be submitted in writing within (30) days of the defect or failure occurrence.

Upon inspection by a Petroleum Containment authorized representative, if it is determined that the product has failed due to internal or external corrosion, a material defect, or a manufacturing workmanship issue, Petroleum Containment will either repair or replace the defective product, or refund the original purchase price, at the sole discretion of Petroleum Containment. The original warranty shall remain in place for the remainder of the (5) years from the date of original purchase.

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### II. NOT COVERED UNDER WARRANTY

This warranty does not cover the installation of any Petroleum Containment products either original or replacement. Petroleum Containment will not be responsible for the installation of any product including those installed by or supervised by a Petroleum Containment "Certified Installation Technician," Petroleum Containment employee, Petroleum Containment representative, or anyone or any entity associated with Petroleum Containment.

This warranty does not cover fines or penalties incurred from local environment agencies for any reason.

This warranty does not cover the freight or shipping costs associated with the original purchase, the return of a defective product, or the replacement or repair of a defective product.

This warranty does not cover down time or loss revenue or any other expenses incurred due to product or installation failure.

This warranty does not cover any parts that are not used as recommended or intended whether intentional or otherwise.

This warranty does not cover any parts damaged due to improper installation, storage, misuse, service, acts of God, or terrorism.

Petroleum Containment Twist-Lok Lid Retrofit Kits installed on any existing tank sump not manufactured by Petroleum Containment.

### III. WARRANTY VOID

This warranty is void and no longer effective if the product is damaged, improperly installed, improperly stored, improperly used, or if the owner fails to report the defect within (30) days of failure.

This warranty is void if the customer continues to use the product after discovering a defect without the written consent of Petroleum Containment.

This warranty is void if the customer refuses to allow Petroleum Containment to inspect and examine the defective product to determine the reason or nature of the defect or failure.

This warranty may not be transferred or assigned to anyone other than the original purchaser without the prior written consent of Petroleum Containment.

### IV. DISCLAIMER OR WARRANTIES

THIS WARRANTY CONSTITUTES PETROLEUM CONTAINMENT'S EXCLUSIVE OBLIGATION AND PETROLEUM CONTAINMENT MAKES NO OTHER WARRANTY OR REPRESENTATION, WHETHER STATUTORY, EXPRESS, OR IMPLIED. PETROLEUM CONTAINMENT SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### V. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES SHALL PETROLEUM CONTAINMENT HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, COSTS OF REMOVAL OR INSTALLATION OF DEFECTIVE OR REPLACEMENT GOODS, LOSS BY REASON OF SHUT-DOWN OR NON-OPERATION, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

### VI. APPLICABLE LAW

This warranty and the disclaimers set forth herein are governed by the laws of the State of Florida.

### VII. EFFECTIVE DATE

This warranty applies to and is effective on warranted products sold by Petroleum Containment on or after May 17, 2018.