

**ENDURAPLAS/AGRIMAXX, INC; 5 YEAR PRO-RATED LIMITED WARRANTY
EXPRESS LIMITED WARRANTY CONDITIONS – STORAGE TANKS**

1. **Terms of Limited Warranty** – Subject to clauses 2, 3, and 4, the Manufacturer warrants to the original Purchaser that this Tank will be free from material defects caused during the manufacturing process for a period of five years from the Purchase Date.

2. **Other Warranties Disclaimed and Excluded**

There are no warranties, express or implied, which extend beyond the Limited Warranty herein stated, and Manufacturer explicitly disclaims and excludes any and all other warranties including but not necessarily limited to warranties of merchantability, fitness for particular purpose, custom or usage of trade, and course of dealing.

3. **Limitation of Liability under the Limited Warranty** -- In addition to those warranties disclaimed and excluded in clause 2 above, Manufacturer expressly limits its liability under the Limited Warranty as set forth below in this clause 3:

3.1 The liability of the 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, improper storage, improper use (including but without limitation the storage of material) or negligent act of, or omission by, any person other than the Manufacturer;
- b) the improper installation of the Tank, or deterioration of the base on which it rests;
- c) the use of the Tank for any other purpose than the storage of recommended and suitable liquids at the ambient temperatures recommended by the Manufacturer;
- d) any damage to the Tank caused by storm, tempest, 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;
- e) the repositioning of the Tank from its original installation;
- f) weathering or degradation of the Tank due to extreme climatic conditions; or
- g) any staining that may occur from trees or ash fall-out from fires or such like.

3.2 Without limiting the generality of clause 3.1:

- a) the Manufacturer will not be liable for any personal injury, incidental damages, consequential losses, loss of liquids, loss of profit or any like claims whatsoever arising from any use of, or incidental to, or repairs to the Tank; and
- b) to the extent that any component or material (including, but without limitation the polyethylene) used in the Manufacture of the Tank is supplied and/or manufactured by a third party, the liability of the Manufacturer is limited to the Manufacturer's right of redress (if any) against the third party supplier/manufacturer.

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

- a) replacing the Tank at no cost; or
- b) replacing the Tank at a cost calculated on a pro-rated basis at a sum equal to the current Retail price divided by 5 years, multiplied by each year since the purchase date; or
- c) repairing the Tank at no cost;

4. **Proof of Purchase** – The original invoice or other similar proof of purchase of the Tank must be provided by the Purchaser when making a claim under this Limited Warranty.

5. **Definitions** – For the purpose of this Limited Warranty the following definitions apply:

- a) **Manufacturer** means Enduraplas/Agrimaxx, Inc.
- b) **Purchase Date** means the date upon which the Tank was purchased by the original Purchaser
- c) **Purchase Price** means the actual price paid for the Tank by the original Purchaser
- d) **Purchaser** means the original Purchaser of the Tank
- e) **Tank** means the storage Tank manufactured by the Manufacturer and purchased by the Purchaser being the subject matter of the Limited Warranty.
- f) **Limited Warranty** means this written Limited Warranty.

6. **Governing Law** – This Limited Warranty will be governed by the laws of the jurisdiction in which the Tank is supplied to the Purchaser.