

## *Assmann Corporation of America's Exclusive 5 Year Warranty*

Because our products are built to last, Assmann Corporation of America stands behind our rotationally molded storage tanks with a 5 year warranty.

Assmann warrants our tanks to be free from defects in workmanship and materials, under normal use and service, to the original purchaser for a period of 5 years from the date of shipment from our factory. Assmann will, at our option, repair any such defect, replace the tank or credit the purchase price. Assmann may require the return of the defective tank, transportation prepaid to Assmann, to establish the claim. No allowance for repairs will be made without Assmann's express written consent and prior approval.

Installation and operation must comply with all applicable federal, state, and local regulations, and must be in accordance with applicable instructions and limitations contained in the Assmann Usage and Handling guidelines for the tank and Assmann chemical specific recommendations. Normal maintenance and repair shall be performed by the customer. By accepting delivery of the tank, the customer accepts full responsibility for providing secondary containment appropriate and adequate for the stored material.

Any and all damage, whether patent or latent, to the tank or missing parts or accessories must be filed with the carrier and Assmann within five (5) business days of receipt of product. Any and all such omissions or damage must be noted on the Bill of Lading.

The following products are warranted for one (180) days from date of shipment:

- Intermediate Bulk Containers;
- Hardware and accessories;
- Custom fabricated items;
- All types of welded polyethylene connections; and
- Custom rotationally molded parts.

This Warranty shall not apply to any product that after leaving our factory: 1) has been repaired or altered in any manner not authorized by Assmann; 2) has been subject to abuse, misuse, fire, accident, neglect, or improper handling; 3) has not been used in accordance with Assmann chemical resistance charts; 4) has been exposed to pressures greater than atmospheric pressure; 5) has been exposed to internal or external temperatures greater than 120° F (for linear polyethylene) or 150° F (for Crosslink polyethylene); or 6) has been connected, installed, adjusted or used otherwise than in accordance with the instructions provided by Assmann.

Assmann's sole liability and our customers' sole remedy shall be limited to the warranties contained herein. Under no circumstances, shall Assmann be liable for special, indirect,

incidental, punitive or consequential damages resulting from the performance or operation of any product manufactured or sold by Assmann.

This warranty constitutes the full understanding between Assmann and the customer, and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Warranty shall be effective unless made in writing and signed by an authorized representative of Assmann. All liability of Assmann shall terminate within 5 years from the date of shipment of the product. Assmann also disclaims all liability, whether in contract, tort, warranty or otherwise, to any party other than the customer.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, INCLUDING STATUTORY WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ASSMANN BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR CONTINGENT LIABILITIES OF ANY KIND, RESULTING FROM THE MANUFACTURE, SALE, INSTALLATION OR USE OF THE PRODUCT.** In no event shall Assmann's liability on any claim for damages arising out of or connected with the sale, manufacture, delivery or use of the product exceed the purchase price of the product. All legal actions for breach of this limited warranty, or the terms and conditions of the contract for sale of the product, must be commenced on or before the expiration of one year from the date of such breach. Otherwise, such action shall be considered barred by a period of limitations established by agreement.

The exclusion of indirect or consequential damages and the disclaimer of implied warranties herein may not be applicable to customers who are deemed "consumers" and who reside in states that do not allow the limitation of implied warranties or the exclusion of indirect or consequential damages otherwise applicable to consumers. Moreover, if you are deemed a "consumer," you may have specific legal rights in addition to those set forth in this warranty, which vary from state to state.

Should customer not pay for the tank in full as due, Assmann's warranty shall be deemed suspended until such time as Assmann receives payment in full. The suspended period will not be added on to the warranty period applicable to said order.

This warranty is only binding upon Assmann if notified of the defect or fault in writing within seven (7) days of it occurring, and where Assmann has been given the opportunity to inspect the product within twenty-eight (28) days of such notification.