



## ConVault® Aboveground Storage Tank Limited Warranty

### Limitations of Liability and Disclaimer

#### What is Covered by this Warranty

Provided that the conditions set forth below are satisfied, ConVault, Inc. warrants each ConVault® tank for 30 years following delivery of the tank to the owner at the time of original installation (the "Owner"), against any of the following events which may occur, provided the event occurs under conditions covered by this Warranty: (1) the release of stored product from any UL listed secondary containment design (a secondary steel tank or non-metallic high density polyethylene membrane, depending on the model) ; (2) the non-corrosive related structural failure such as cracking, breakup or collapse; or (3) the perforation of the primary tank caused by internal corrosion as long as the product stored within the tank is not corrosive to steel; or (4) compatibility failures with the internal tank (such as blistering, cracking of the tank wall and stiffeners, permeation of product through the tank wall, delamination, and loss of tank wall due to crazing, solvation or dissolution). In addition, ConVault, Inc., warrants the tank against failure due to defective materials or workmanship for up to 1 year following the delivery of the tank to the Owner.

#### Conditions to Warranty Effectiveness

The limited warranties set forth herein are subject to the following conditions:

1. The ConVault® tank must be installed, tested\* and maintained in accordance with the applicable ConVault® specifications and Owner's Manual that was in effect on the date of shipment from the manufacturer, any subsequent maintenance procedures of which the Owner has written notice, and any applicable government codes and regulations. Failure to install, and test in accordance with manufacturer's specifications for installation and testing, or repairs or modifications by non-authorized persons will void this Limited Warranty. If the tank is moved from its original location, it must again be installed in accordance with the manufacturer's specifications and ConVault, Inc. must be notified of the move and new location. \*NOTE: Testing procedures vary by model (design of secondary containment).
2. This Limited Warranty is not valid unless and until (1) the Warranty Validation Card\*\* is fully completed by the Owner and returned to ConVault, Inc. within thirty (30) days after the installation date, or ninety (90) days after shipment from the manufacturer, whichever comes first ; and (2) payment in full is received by the manufacturer for the products covered herein. \*\* The Warranty Validation Card is available to complete online or to download and print at <http://www.convault.com>.
3. The product stored within the tank must not be a corrosive, toxic material, chemical or other substance not compatible with steel. To continue the effectiveness of this Limited Warranty, the Owner has a duty to conduct visual inspections at least weekly to check for leaks. The primary tank must be inspected monthly for the presence of water and any water found must be removed.
4. Upon discovery of a suspected leak or tank failure by the Owner, the Owner must give notice to ConVault, Inc. at 800.222.7099 within two (2) working days and permit ConVault, Inc., or its designated representative to inspect the tank site prior to, during and after removal of the tank. The Owner bears the responsibility to identify that the cause of the failure is from one of the events within the Conditions covered by the Warranty.
5. Upon the determination by ConVault, Inc. that a tank failure or leak is covered by this Limited Warranty, ConVault, Inc. at its sole option shall (1) repair the tank; or (2) replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original tank; or (3) refund the purchase price of the original tank. If ConVault, Inc. is unable to repair or replace the tank, it shall refund the original purchase price of the tank.

#### What is Not Covered by this Warranty

1. Damage resulting from accident, misuse or abuse, improper operating practices, lack of reasonable care, acts of God, or the affixing of any attachment not provided with the tank.
2. The cost of repair or replacement of paint, signs and decals, air vents, gauging, piping, pumps, internal linings or external coatings, and/or any other attachments to the tank; (2) labor costs or other installation costs for tank repair or replacement; (3) damage to the tank or other property resulting from the accumulation of water in the tank; (4) small surface cracks in concrete that result from normal expansion and contraction; or (5) damage caused by other improper operating or maintenance practices.
3. Tank failures caused, in whole or in part, due to (1) Owner's failure to adhere to proper tank maintenance procedures as described in the Owner's Manual or otherwise made available; (2) the Owner's failure to follow applicable statutes, codes, ordinances and regulations regarding tank maintenance; or (3) defective materials and workmanship later than one year following delivery of the tank to Owner.

#### Limitation of Liability and Exclusion of Other Remedies and Damages

The foregoing remedy of repair, replacement or refund shall constitute the sole and exclusive remedy to the Owner. Under no circumstances shall the liability of ConVault, Inc. or its affiliates or subsidiaries, under this warranty, exceed the purchase price of the tank. NO responsibility or liability is assumed for any special, incidental, or consequential damages.

IN NO EVENT SHALL CONVAULT, INC. BE LIABLE FOR CLAIMS OF PERSONAL INJURY OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE TANK OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COST, CLAIMS OF CUSTOMERS OF THE OWNER FOR SUCH DAMAGES, OR FOR DAMAGE TO PROPERTY, WHETHER SUCH CLAIM SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THIS LIMITED WARRANTY, OR EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF THE TANK. **Disclaimer or Other Warranties THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

EFFECTIVE July 1, 2023