

FuelVault™

**OLDCASTLE PRECAST, INC.
LIMITED STRUCTURAL WARRANTY**

Oldcastle Precast, Inc. (hereinafter called “Manufacturer”) manufactures below-grade concrete FuelVaults under the tradename “FuelVault™”; which are designed to accommodate and contain tanks for the storage of Class 1 and Class 2 petroleum products (hereinafter called the “FuelVault™”).

A. Limited Structural Warranty

The Manufacturer makes the following LIMITED STRUCTURAL WARRANTY to the original purchaser (“Purchaser”) of a FuelVault™:

1. That each FuelVault™ is manufactured in accordance with the Manufacturer’s design specifications and criteria.
2. That the FuelVault™ will be free from structural defects in materials and workmanship for a period of twenty (20) years from the date of shipment to the Purchaser.

B. Limitations and Disclaimers

THE LIMITED STRUCTURAL WARRANTY CONTAINED HEREIN IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

1. THIS LIMITED STRUCTURAL WARRANTY IS EXCLUSIVE AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER THEY ARE WRITTEN, ORAL, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES, LIMITED, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE CONTAINED HEREIN.
2. THIS LIMITED STRUCTURAL WARRANTY DOES NOT COVER DAMAGE TO THE FUELVAULT™ RESULTING FROM:
 - a. SHIPPING OR INSTALLATION
 - b. MISUSE OR ABUSE OF THE FUELVAULT™
 - c. ACTS OF GOD (INCLUDING, BUT NOT LIMITED TO, EARTHQUAKE, FLOOD AND SUBSIDENCE)

Limited Warranty

3. The following will void the Manufacturer's LIMITED STRUCTURAL WARRANTY:
 - a. Storage of corrosive, toxic or material other than Class 1 and Class 2 petroleum products, or other use of the FuelVault™ for purposes other than those expressed herein.
 - b. Failure to install the FuelVault™ in accordance with Manufacturer's instructions and the current most relevant provisions of the following in effect as of the date of this LIMITED STRUCTURAL WARRANTY; the Uniform Building Code; NFPA 30; NFPA 30A; and the Uniform Fire Code.
 - c. Failure to maintain and inspect the FuelVault™, tank and accessory equipment in accordance with all current codes and regulations.
 - d. If persons other than the Manufacturer's personnel or those authorized in writing by the Manufacturer perform warranty work, repairs or modifications to the FuelVault™.
 - e. Reassignment of this LIMITED STRUCTURAL WARRANTY by the original Purchaser without express written permission of the Manufacturer to do so.

C. Sole Remedy

1. All claims for damage to the FuelVault™ and/or breach of the LIMITED STRUCTURAL WARRANTY contained herein shall be made in writing to the Manufacturer of the FuelVault™ within ten (10) days of the time the breach is discovered or should have been discovered. Warranty service must be performed by the Manufacturer or the Manufacturer's authorized agent. Upon validation by the Manufacturer of any claim for breach of the LIMITED STRUCTURAL WARRANTY contained herein, the Manufacturer will, at its sole and exclusive option, either:
 - a. Repair the defective FuelVault™
 - b. Deliver a replacement FuelVault™ to the point of original delivery by the Manufacturer; or
 - c. Refund the original purchase price of the FuelVault™.
2. The provisions contained in Section "C" constitute Purchaser's sole and exclusive remedy under any claim or theory of liability, including any claim based on failure of, or defect in the FuelVault™, whether such claim, however instituted, is based upon contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. The Manufacturer shall not be liable for direct, indirect, consequential damages or costs of any nature including, without limitation, labor costs of any kind relating to the removal of a failed FuelVault™ and/or installation or a replacement FuelVault™ or damages attendant thereto or claims and costs otherwise arising from, or in connection with, breach of the LIMITED STRUCTURAL WARRANTY.
3. The Manufacturer will not honor any claim under this LIMITED STRUCTURAL WARRANTY made prior to payment in full by the Purchaser for the FuelVault™.

D. Miscellaneous

1. The LIMITED STRUCTURAL WARRANTY is extended only to the Purchaser of the FuelVault™ from the Manufacturer and may not be assigned by such Purchaser to a third party without prior, written authorization of the manufacturer.
2. The Manufacturer will not be responsible for the costs of damages to the FuelVault™ or to the Purchaser's property as a result of FuelVault™ inaccessibility or warranty repair, service or replacement.
3. In the event that a dispute arises between the Manufacturer and Purchaser over a claim submitted by the Purchaser for breach of this LIMITED STRUCTURAL WARRANTY, the Manufacturer and

Purchaser agree that such dispute will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association.

4. The arbitration of any dispute arising under this LIMITED STRUCTURAL WARRANTY must be commenced no longer than one (1) year from the date the breach is discovered, or should have been discovered.
5. All accessories not of Oldcastle Precast, Inc. manufacture, such as ladders, frames and covers, mechanical pipe seals, ventilation fans, motors, etc., are not warranted by Oldcastle Precast, Inc. Some of these items may be warranted by the original manufacturer.
6. The LIMITED STRUCTURAL WARRANTY contains the complete understanding of the Manufacturer and Purchaser and may be modified only in writing signed by the President of the Manufacturer.