

GRANBY STEEL TANKS A DIVISION OF GRANBY INDUSTRIES LIMITED PARTNERSHIP

RESIDENTIAL STANDARD TANK – USA

10-YEAR LIMITED WARRANTY CERTIFICATE

SAVE THIS CERTIFICATE. It gives you specific legal rights, and you may also have other rights that may vary from state to state. This Limited Warranty is issued by GRANBY STEEL TANKS. Fill in the installation date, model and serial numbers of the tank in the space provided below and retain this Limited Warranty for your files.

GENERAL TERMS

SUMMARY: Subject to the conditions and limitations stated here in, Granby Steel Tanks fuel oil tanks are warranted against defects material and workmanship for ten (10) years following date of installation.

This Limited Warranty applies to the original purchaser and subsequent transferees, but only while the tank remains at the site of the original installation and only if the tank is installed inside the continental United States and Alaska. The Limited Warranty applies only if the tank is installed by an installer whose competence is recognized by local authorities having jurisdiction installed and operated in accordance with instructions available on the web at <u>www.granbytanks.com</u>, and in compliance with all applicable installation and building codes and good trade practices. The Limited Warranty applies only if the tank is used to store heating oil and no other substances are introduced into the tank. As used in this Limited Warranty, "installation" means the original installation of the tank.

During the first ten (10) years after installation, we will provide a replacement tank of similar size and configuration if your tank becomes perforated as a result of defects in materials or workmanship. All replacement tanks will be warranted for the remaining portion of the warranty period on the original tank. The dealer or qualified service technician must return the defective tank to a distributor that sells Granby Steel Tanks, and exchange it for a replacement tank.

In lieu of providing a replacement tank, we may, at our sole option, refund to you an amount equal to the distributor's purchase price from us, or provide to you a credit equal to that amount to be applied toward the purchase of any new tank that Granby Steel Tanks manufactures.

Any labor, material, freight and/or handling charges associated with any repair or replacement pursuant to this Limited Warranty is not covered by this Limited Warranty and will be your responsibility.

In establishing the date of installation for any purpose, including determination of the starting date for the term of this Limited Warranty, proof of the original installation date must be presented (you must retain the original records that can establish the installation date of your tank), otherwise the effective date will be based upon the date of tank manufacture, plus thirty (30) days.

We will not be responsible for and you, the user, will pay for: (a) damages caused by accident, abuse, negligence, misuse, riot, fire, flood, or Acts of God (b) damages caused by operating the tank where corrosive elements have been introduced and allowed to reside inside the tank other than those found in a normal residential environment (c) damages caused by an unauthorized alteration or repair of the tank affecting its stability or performance (d) damages caused by improper matching or application of the tank or the tank's components (e) damages caused by failing to provide proper maintenance to the tank (f) any expenses incurred for erecting, disconnecting, or dismantling the tank (g) parts or supplies used in connection with service or maintenance (h) damages, repairs, not in operation or inefficiency resulting from faulty installation or application.

In no event shall we be liable for any incidental, consequential, or special damages or expenses in connection with any use or failure of this tank other than conditions included in this Limited Warranty Certificate. We make no other condition or warranty, express or implied, and specifically disclaim all statutory implied warranties or conditions, including merchantability and fitness for a purpose, to the greatest extent allowed by law. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitations on how long an implied warranty or condition lasts, so the above limitations or exclusions may not apply to you. The provisions of this Limited Warranty are in addition to and not a modification of or subtraction from any statutory warranties and other rights and remedies provided by law.

DATE INSTALLED

THIS LIMITED WARRANTY CERTIFICATE IS EFFECTIVE ON TANKS INSTALLED AFTER AUGUST 1, 2007.

Granby Steel Tanks, 1020 Andre-Line Street, Granby (Quebec) Canada J2J 1J9 T (450) 378-2334 or visit our web site at: <u>www.granbytanks.com</u>