

LIMITED WARRANTY

Underground Water and Potable Tanks

Xerxes Corporation ("Xerxes") warrants to ("Owner") that our underground storage tanks for water other than potable water, if installed, used and maintained in the United States in accordance with Xerxes' published specifications, installation instructions and operating guidelines, and all applicable laws and regulations, and limited to the storage of water, other than potable water, at temperatures not to exceed 150° F, will be free from material defects in materials and workmanship for a period of one (1) year from date of original delivery by Xerxes.

Xerxes warrants to Owner that our underground storage tanks for potable water, if installed, used and maintained in the United States in accordance with Xerxes' published specifications, installation instructions and operating guidelines, and all applicable laws and regulations, and limited to the storage of potable water:

- 1) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to natural external corrosion.
- 2) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to internal corrosion, provided the tank is used solely for potable water, the customer provides Xerxes with written notice of its intended use before the tank is manufactured, and the water is stored at ambient temperatures.
- 3) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to structural failure (defined as spontaneous breaking or collapse caused by material defects in materials or workmanship).
- 4) Will meet Xerxes' published specifications and will be free from material defects in materials and workmanship for a period of one (1) year following the date of original delivery by Xerxes.

Xerxes warrants to Owner that all Xerxes manufactured accessories for potable water tanks and water tanks other than for potable water, if installed, used and maintained in the United States in accordance with Xerxes' published specifications, installation instructions and operating guidelines, and all applicable laws and regulations, will be free from material defects in materials and workmanship for a period of one (1) year following the date of original delivery by Xerxes.

If any tank is to be removed from an installation, moved to Owner's new location and is intended for active service at the new location, the tank must be recertified by Xerxes in order to maintain the warranty as originally extended. The foregoing warranty does not extend to tanks or accessories (collectively "Goods") damaged due to acts of God, war, terrorism, or failure of Goods caused, in whole or in part, by misuse, improper installation, storage, servicing, maintenance, or operation in excess of their rated capacity or contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of Xerxes. Xerxes only warrants repairs or alterations performed by Xerxes or its authorized contractors. Xerxes does not warrant any product, components or parts manufactured by others.

Owner's sole and exclusive remedy for breach of warranty is limited at Xerxes' option to: (a) repair of the defective tank or accessory, (b) delivery of a replacement tank or accessory to the point of original delivery, or (c) refund of the original purchase price. A claimant must give Xerxes the opportunity to observe and inspect the tank and accessory prior to removal from the ground or the claim will be forever barred. All claims must be made in writing within one (1) year after tank and/or accessory failure or be forever barred. THE FOREGOING WARRANTY CONSTITUTES XERXES' EXCLUSIVE OBLIGATION AND XERXES MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY XERXES OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THE SELLER (XERXES) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. THE SELLER (XERXES) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (OWNER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF XERXES. XERXES SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. XERXES SHALL HAVE NO LIABILITY FOR COSTS OF INSTALLATION OR REMOVAL OF GOODS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL XERXES' TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS WHICH GAVE RISE TO SUCH LIABILITY.

Consumer Notice: This warranty gives you (Owner) specific legal rights. You (Owner) may also have other rights which vary from state to state.

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XERXES®
CORPORATION

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