

Single Wall & Double Wall

Performance Warranty

Tank Solutions Pty Ltd warrants that our underground storage tanks, if used in accordance with our specifications and installed according to our published installation instructions:

- Will not fail for a period of thirty (30) years from date of original delivered by Tank Solutions due to internal corrosion, provided the Tank is used solely, with or without tank water bottoms, to store the following products at ambient temperature, or fuel oils at temperature not to exceed 150°F:
 - a. Gasoline, jet fuel, aviation gasolines, motor oils, motor vehicle waste oils, kerosene, diesel fuels, or fuel oils
 - b. Alcohol, alcohol-gasoline blend, and oxygenated motor fuels
 - 1. Ethanol and ethanol blends
 - 100% ethanol
 - E10 (90% gasoline and 10% ethyl alcohol)
 - E85 (85% ethanol and 15% gasoline)
 - 2. Methanol and methanol blends
 - 100% methanol
 - M85 (85% methanol and 15% gasoline)
 - 3. Other oxygenated fuels
 - gasoline with up to 20%, by volume, of methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary amyl methyl ether (TAME), or tertiary amyl ethyl ether (TAEE).
 - c. Blended fuel up to 20% by volume of refined Bio diesel as defined by:
 - 1. ASTM®2 D975-08a (diesel fuel oils)
 - 2. ASTM®2 D396-08b (fuel oils)
 - 3. ASTM® D7467-08 (diesel fuel oil and biodiesel blend B6-B20)
- Will not fail for a period of thirty (30) years from date of original purchase due to internal corrosion, provided the tank is used solely for the storage of petrol products, jet fuel; av-gas; kerosene; diesel; motor oil; water and sewage at ambient underground temperatures.
- Will not fail for a period of thirty (30) years from date of original purchase due to structural failure (defined as breaking or collapse) provided the installation is performed and validated by a qualified installation contractor and the tank is used as stated above
- 4. Will meet our published specifications and will be free from material defects in materials and workmanship for a period of one (1) year following date of original delivery by us

If any tank(s) is to be removed from an installation, moved to another location and is intended for active service at a new location, the tank(s) must be recertified by Tank Solutions in order to maintain the warranty as originally extended. The foregoing warranties do not extend to tank failures caused by earthquakes, hydrological or geological changes or other extraordinary natural forces which may act upon the Products.

If any tank is repaired, re-lined or altered without written authorisation from Tank Solutions, this warranty will be null and void.

Tank Solutions liability under this warranty shall be limited to, at Tank Solutions option:

- Repair of the defective product
- 2. Delivery of a replacement product to the point of the original delivery, or
- 3. Refund of the original purchase price,

and we shall not be liable for any labour, other installation costs, indirect or consequential damages or other damages in connection with such tanks. A claim must give Tank Solutions the opportunity to observe and inspect the tank prior to removal from the ground or the claim will be barred. All claims must be made in writing within one year of tank failure or be forever barred.

The foregoing warranty constitutes Tank Solutions exclusive obligation and Tank Solutions makes no warranty or representation, express or implied, with respect to the product or any service, advice or consultation, if any, furnished to customer by Tank Solutions or its representatives, whether as to merchantability, fitness for a particular purpose, or otherwise the remedies set forth in the above warranties are the only remedies available to any person for breach of the warranty or for breach of any covenant, duty, or obligation on the part of Tank Solutions hereunder, Tank Solutions shall have no liability for incidental, consequential or punitive damages of any description, whether any such claim be based upon warranty, contract, negligence, strict liability or other tort, or otherwise.

This Warranty Is Only Valid If The Installation Checklist Is Returned to Tank Solutions Within 30 Days Of The Initial Installation Of The Tank.