



## **Warranty for Rotomolded Plastic Custom Products**

Tank Holding Corp and its custom molding divisions warrants to the original purchaser of rotomolded plastic custom products a guarantee of performance for a period of ninety (90) days from the date of shipment from the manufacturing site produced from customer provided tooling and will repair or furnish a replacement of the rotomolded plastic custom product, at its discretion, in the event of a failure that is found by Tank Holding Corp to have been a result of a defect in manufacturing material or workmanship. Replacement parts will be provided F.O.B. the original manufacturing site. All other parts and components associated with the rotomolded plastic custom product that are not manufactured by Tank Holding Corp are only warranted by their respective manufacturer through the terms and conditions of their stated warranty. With respect to products designed by Tank Holding Corp engineers where tooling is purchased from and put into production by a Tank Holding division, the warranty period will be one year from the date of manufacture. Tank Holding explicitly assumes no responsibility, liability, or obligation for any costs associated with removal or re-installation of a defective product or consequential damages as a result of the product failure.

This warranty will not apply to defects or malfunctions resulting from, but not limited to, failure to properly install, secure, use, or failures from abuse, accident, or negligence. Tank Holding shall not be held responsible for any loss or damage to personal property in, or next to, the failed unit, or any other consequential damage to the extent such damages are excluded under state law. No responsibility is assumed for loss of use of the product or the inconvenience caused thereof.

**ANY IMPLIED WARRANTIES OF MERCHANTABILITY SHALL BE LIMITED TO THE WARRANTY PERIOD OUTLINED ABOVE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. TANK HOLDING SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE.**

A notice of failure must be made to the custom molding division that produced the product in a timely manner before any warranty coverage will be authorized.

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