

## Performance Warranty

F 1040 REV B

### SPECIFICATION

The tank is built to AS1940 and AS1692. The tank will be capable of storing Gasoline, Diesel, Jet Fuel, Avgas, Kerosene or Motor Oil at ambient temperature and atmospheric pressure. The tank is not designed as a pressure vessel.

### WARRANTY

FTS warrants that if used for the above products and in accordance with the specifications and installed correctly:

- 1) The tank will not fail due to structural failure (breaking or collapse) for a period of 10 years if operated free of water and adequately maintained.
- 2) Will be free from material defects and workmanship for a period of one (1) year following the date of delivery.

If the tank is to be removed from an installation, moved to another location and is intended for active service at a new location, the tank must be recertified by FTS in order to maintain the warranty. 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.

FTS' liability under this warranty shall be limited to, at FTS' option:

- 1) 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 FTS 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 FTS' exclusive obligation and FTS 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 FTS 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 FTS hereunder, FTS 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.