



5-YEAR LIMITED WARRANTY CERTIFICATE

TERRAVEST TANKS. WARRANTS PRODUCTS SOLD HEREUNDER AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE AS FOLLOWS:

TANKS SOLD BY PRO-PAR INC. OR FISCHER TANKS LLC

- 1) NEW ABOVEGROUND PROPANE TANKS FOR A PERIOD OF NOT MORE THAN 5 YEARS FROM THE DATE OF PURCHASE
- 2) NEW UNDERGROUND PROPANE TANKS FOR A PERIOD OF NOT MORE THAN 1 YEAR FROM THE DATE OF PURCHASE
- 3) REGO VALVES ARE COVERED FOR A PERIOD OF 10 YEARS BY THE ORIGINAL MANUFACTURER
- 4) ROCHESTER GAUGES ARE COVERED FOR A PERIOD OF 1 YEAR BY THE ORIGINAL MANUFACTURER

TERRAVEST TANKS' SOLE OBLIGATION AND BUYER'S OR ANY OTHER PERSON'S EXCLUSIVE REMEDY UNDER THE AFORESAID WARRANTY OR UNDER ANY OTHER WARRANTY IMPLIED BY LAW IS LIMITED TO (1) REPLACEMENT OF ANY TANK (WHEN THE WARRANTY APPLIES TO A TANK SOLD BY TERRAVEST TANKS), PART OR PARTS PROVEN TO BE DEFECTIVE IN MATERIAL AND WORKMANSHIP F.O.B OUR PLANT OR (2) REFUND OR CREDIT OF THE ORIGINAL PURCHASE PRICE TO BE APPLIED TO THE CUSTOMER'S ACCOUNT. THE CHOICE OF SAID REMEDIES SHALL BE DETERMINED BY TERRAVEST TANKS IN ITS SOLE DISCRETION. THE BUYER SHALL PERMIT TERRAVEST TANKS TO INSPECT THE PRODUCT SO THAT IT MAY DETERMINE ITS OBLIGATION, IF ANY, HEREUNDER. TERRAVEST TANKS, AT ITS OPTION, SHALL BE ENTITLED TO THE RETURN OF THE DEFECTIVE TANK, PART, OR PARTS PRIOR TO THE SETTLEMENT OF ITS OBLIGATION, IF ANY, UNDER THIS WARRANTY. ANY CLAIM OF DEFECT OR FAILURE OF PERFORMANCE UNDER THIS WARRANTY MUST BE MADE WITHIN NINETY (90) DAYS AFTER FAILURE OR DEFECT IS DISCOVERED. TANK COMPONENTS MANUFACTURED BY A THIRD PARTY SHALL HAVE THEIR RESPECTIVE WARRANTIES TRANSFERRED TO THE ORIGINAL CUSTOMER.

WHAT IS NOT COVERED:

- 1) COATED SURFACES (EXCEPT THOSE PROVEN TO BE CAUSED BY TERRAVEST TANKS POWDER COATING APPLICATION OR DEFECTIVE POWDER PRODUCT); 2) BRASS VALVES AND FITTINGS NOT INSTALLED BY TERRAVEST TANKS; 3) DAMAGE OR DEFECT CAUSED BY IMPROPER INSTALLATION BY CUSTOMER, ACCIDENT, MISUSE, ABUSE, ALTERATION, MODIFICATION, OR ACT OF GOD; 4) NORMAL WEAR AND TEAR.

THIS WARRANTY EXTENDS AND APPLIES ONLY TO THE ORIGINAL CUSTOMER, WHETHER DEALER OR CONSUMER, AND DOES NOT EXTEND TO A PERSON OR ENTITY WHO PURCHASES OUR PRODUCT FROM A DEALER OR OTHERWISE, I.E., THIS WARRANTY MAY NOT BE TRANSFERRED.

OTHER TERMS: THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

TERRAVEST TANKS DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS IT SELLS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE PRODUCTS IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. REPLACEMENT OF PROVEN DEFECTIVE PART/PARTS, OR REFUND/CREDIT APPLIED TO CUSTOMER'S ACCOUNT, ARE THE EXCLUSIVE REMEDIES UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. TERRAVEST TANKS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.*

*SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AND IMPLIED WARRANTY WILL LAST OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE STATE LAW.