



FRP / MOCOAT FIBERGLASS LTD

LIMITED PRODUCT WARRANTY

Effective Date: _____

This Limited Product Warranty ("Warranty") applies solely to fiberglass reinforced plastic ("FRP") tanks and related products manufactured by **FRP Mocoat Fiberglass Ltd.** ("FRP Mocoat"). By purchasing, accepting delivery of, or using an FRP Mocoat product, the purchaser acknowledges and agrees to the terms and conditions of this Warranty.

1. Limited Warranty

FRP Mocoat warrants that products manufactured by FRP Mocoat shall be free from defects in materials and workmanship under normal use and service during the applicable Warranty Period, provided the product:

- is properly transported, stored, installed, operated, inspected and maintained;
- is used only for its intended purpose;
- is operated within the design specifications published by FRP Mocoat;
- is not altered or modified without FRP Mocoat's prior written authorization; and
- has been paid for in full according to the applicable terms of sale.

This Warranty applies only to the original purchaser unless otherwise agreed to in writing by FRP Mocoat.

2. Warranty Period

Unless otherwise agreed in writing:

- **Below-ground tanks:** Five (5) years from the date of delivery to the original purchaser.
- **Above-ground tanks:** One (1) year from the date of delivery to the original purchaser.

Replacement or repaired components shall be warranted only for the remainder of the original Warranty Period.

3. Conditions of Coverage

This Warranty is valid only if:

- installation complies with FRP Mocoat's written installation instructions;
- all applicable municipal, provincial/state and federal regulations and industry standards are followed;
- the product is used only with compatible chemicals and within published temperature, pressure and operating limits;
- routine inspections and maintenance are performed as recommended by FRP Mocoat; and
- the product has not been subjected to misuse, abuse, neglect or improper operation.

Failure to satisfy these conditions shall void this Warranty.

4. Warranty Claims

To submit a warranty claim, the purchaser must:

1. Notify FRP Mocoat in writing within thirty (30) days of discovering the alleged defect.
2. Provide proof of purchase.
3. Provide photographs and any requested operating or installation records.
4. Permit FRP Mocoat reasonable access to inspect the product before any repairs are undertaken.

No repair, replacement or modification shall be performed without prior written authorization from FRP Mocoat.

Unauthorized repairs may void this Warranty.

5. FRP/Mocoat's Obligations

If FRP Mocoat determines, in its sole reasonable judgment, that a product contains a defect covered by this Warranty, FRP Mocoat will, at its option:

- repair the defective product;
- replace the defective product or component; or
- refund the original purchase price of the defective product.

Repair, replacement or refund shall constitute the purchaser's sole and exclusive remedy.



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6. Costs Not Covered

Unless otherwise agreed in writing, this Warranty does not cover:

- labour costs; removal or reinstallation costs; excavation; landscaping; transportation; freight; environmental cleanup; product loss; downtime; rental equipment; engineering costs; inspection costs; testing costs; or any other incidental expenses.

7. Exclusions

This Warranty does not apply to damage or failure resulting from:

- improper installation; improper handling, storage or transportation; improper lifting or rigging; improper backfill or bedding; inadequate foundation support; differential settlement; hydrostatic uplift; freezing; fire; explosion; impact damage; vandalism; abuse or misuse; accident; negligence; improper maintenance; excessive loading; vacuum collapse; overpressure; operation outside published design limits; use with incompatible chemicals; ultraviolet degradation caused by failure to maintain protective coatings where applicable; unauthorized modifications or repairs; attachments or penetrations not approved by FRP Mocoat; normal wear and tear; corrosion or deterioration caused by external conditions beyond FRP Mocoat's design specifications; acts of God, including flood, wildfire, earthquake, lightning, tornado, hurricane or other natural disasters; war, terrorism, civil disturbance, governmental action or other events beyond FRP Mocoat's reasonable control. This Warranty does not apply to accessories, equipment or components manufactured by third parties. Such items are subject only to the warranties provided by their respective manufacturers.

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, FRP MOCOAT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE DISCLAIMED.

Where applicable law prohibits the exclusion of implied warranties, such warranties shall be limited to the shortest period permitted by law.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FRP MOCOAT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES.

THIS INCLUDES, WITHOUT LIMITATION: loss of profits; business interruption; loss of production; loss of use; environmental remediation costs; cleanup costs; replacement product costs; damage to other property; loss of contracts; loss of goodwill; or any other economic loss.

FRP MOCOAT'S MAXIMUM LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM.

This Warranty shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

If any provision of this Warranty is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Warranty constitutes the entire warranty provided by FRP Mocoat regarding the products covered herein and supersedes all prior oral or written representations, understandings and warranties.

No dealer, distributor, installer, representative or employee is authorized to modify this Warranty or assume any additional obligations on behalf of FRP Mocoat unless expressly authorized in writing by an officer of FRP Mocoat.

Contact Information

FRP Mocoat Fiberglass Ltd.

Phone: (866) 722-6246

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All warranty claims should be submitted in writing with supporting documentation.

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