

WESTEEL WATER TANK CONTAINMENT SYSTEMS

LIMITED WARRANTY

Westeel Division of Vicwest Corporation ("Westeel") warrants products for Water Tank Containment Systems that it has manufactured and/or that are branded with its name (the "goods") subject to the following terms and limitations, (the "warranty"):

1. **Duration of Warranty.** The duration of the warranty is limited as follows:
 - 10 Years

The duration of the warranty will run from the date of purchase from a dealer or distributor authorized by Westeel (the "warranty period").
2. **Exclusive Remedy - Replacement.** Within the warranty period, Westeel will replace the goods and/or original manufactured components thereof which are found, to Westeel's satisfaction, to be defective. Westeel is not responsible for direct, indirect, special, consequential, or any other damages of any kind, including personal injury to any individual, howsoever caused, including caused by transportation of the goods for repair or replacement.
3. **Procedure for Obtaining Service.** In the event of a warranty claim, the purchaser must complete any and all information required by Westeel in order to properly assess or investigate the claim. Westeel will not be responsible for the removal of any of the goods found to be defective, or transportation charges to and from Westeel's authorized dealer or distributor, or for installation of any replacement goods and/or parts furnished under the warranty.
4. **Limitations as to Scope of Warranty.** The warranty does not extend to defects or damage caused, in whole or in part, by:
 - i. use of a kind and/or to a degree not reasonably expected to be made of the goods;
 - ii. improper storage of the goods both prior to and after purchase;
 - iii. damage caused by, or in the course of, installation or assembly;
 - iv. any use of the goods which is not an intended use as specified in Westeel's published product literature, or otherwise specified by Westeel in writing;
 - v. any equipment attached to or used in conjunction with the goods that are not of Westeel's manufacture nor supplied by Westeel;
 - vi. any field modifications or substitutions to original Water Tank Containment System components;
 - vii. acidic environmental conditions affecting the structural integrity of the goods;
 - viii. any other circumstance not in keeping with proper maintenance and/or use of the goods;
 - ix. Acts of God, accident, neglect or abuse of the goods by the purchaser and/or any other individual or entity; or
 - x. any use or installation inconsistent with Westeel's Standard Disclaimers.
 - xi. cosmetic changes such as white rust and scratches

5. **Limitations as to Manufacturer.** The warranty does not cover products sold by Westeel that are not manufactured by Westeel. In those circumstances, the purchaser is referred to the manufacturer of those products.
6. **Limitation of Implied Warranties and Other Remedies.** To the extent allowed by law, neither Westeel nor its dealers, nor any company affiliated with Westeel makes any implied or other warranties, representations, or promises as to the quality, performance, or freedom from defect of any Product covered by this Warranty.

WESTEEL HEREBY DISCLAIMS, TO THE EXTENT APPLICABLE, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. A PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THIS WARRANTY ARE THOSE SET FORTH IN THIS WARRANTY. IN NO EVENT WILL WESTEEL, ITS DEALERS, OR ANY COMPANY AFFILIATED WITH WESTEEL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Some jurisdictions do not allow waivers of certain warranties, so the above waivers may not apply to you. In that event, any implied warranties are limited in duration to ninety (90) days from delivery of the products. You may also have other rights which vary from jurisdiction to jurisdiction.

7. **Exclusive Warranty.** This warranty is the only warranty provided by Westeel and all other warranties and/or commitments whether expressed or implied and no matter by whom made, statutory or otherwise, are subsumed and replaced by it and are of no legal effect. If any provision of the warranty is held by a court of competent jurisdiction to be void or unenforceable, in whole or in part, such provision shall be deemed severable and will not affect or impair the legal validity of any other provision of the warranty.