

Fluidall, LLC Exclusive Manufacturer's Limited Lifetime Tank Warranty

TOTE-A-LUBE / *Wall-Stackers* / **CUBETAINER** / *Slimtainer*

As a result of our superior quality control standards, Fluidall offers a Manufacturer's Limited Lifetime Warranty on our Tote-A-Lube, Wall-Stackers, Cubetainer and Slimtainer rotationally molded storage tanks.

- Limited Warranty.** Fluidall, LLC ("Fluidall") warrants to the original customer that our rotationally molded storage tanks (the "Tanks") will be free from defects in workmanship and materials, under normal use and service, for the serviceable lifetime of the tank starting on the date of shipment from our factory. Fluidall's SOLE OBLIGATION and customer's SOLE REMEDY in the event of a defect covered by this warranty will be, at Fluidall's option, to (a) replace or repair the defective Tank, or (b) refund to customer the purchase price paid by customer for such defective Tank.
- Suspension of Warranty.** Should the customer not pay for a Tank in full as due, Fluidall's warranty shall be deemed suspended until such time as Fluidall receives payment in full for such Tank.
- Obvious Defects.** The carrier and Fluidall must be notified in writing of any and all damage that is discoverable upon a visual inspection of the Tank when it is received and any missing parts or accessories within seventy two (72) hours of receipt of Tank. Any and all such omissions or damage must be noted on the Bill of Lading.
- Installation.** Customer's installation and use of the Tank must comply with all applicable federal, state, and local regulations, and must be in accordance with applicable instructions and limitations contained in Fluidall's Usage and Handling guidelines for the Tank and Fluidall's chemical specific recommendations. Normal maintenance and repair shall be performed by the customer. By accepting delivery of the Tank, the customer accepts full responsibility for providing secondary containment appropriate and adequate for the stored material.
- Warranty Exclusions.** THIS WARRANTY SHALL NOT APPLY TO any Tank that after leaving our factory.
 - Has been repaired or altered in any manner not authorized in writing by Fluidall.
 - Has been damaged in transit or has been subject to abuse, misuse, fire, accident, improper or careless handling or neglect.
 - Has not been used in accordance with Fluidall's chemical resistance recommendations.
 - Has not been serviced and maintained as in accordance with the written instructions provided by Fluidall.
 - Has been exposed to pressures greater than atmospheric pressure.
 - Has been exposed to internal or external temperatures greater than 120° F.
 - Has been connected, installed, adjusted or used other than in accordance with the written instructions provided by Fluidall.
- Warranty Disclaimers.** THIS LIFETIME LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, INCLUDING STATUTORY WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT AND INCLUDING ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE.
- Limited Remedies.** Fluidall's sole liability and the original customers' sole remedy for breach of warranty shall be limited to the remedies provided in Paragraph 1 above. UNDER NO CIRCUMSTANCES SHALL FLUIDALL BE LIABLE TO CUSTOMER OR ANY PERSON CLAIMING THROUGH CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION WHETHER ARISING OUT OF WARRANTY (INCLUDING, WITHOUT LIMITATION, LIMITED WARRANTIES) OR ANY OTHER CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. Fluidall also disclaims all liability, whether in contract, tort, warranty or otherwise, to any party other than the original customer.
- Entire Warranty.** This warranty constitutes the full understanding between Fluidall and the original customer regarding the Tanks, and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Warranty shall be effective unless made in writing and signed by an authorized representative of Fluidall.
- Limitation of Liability.** In no event shall Fluidall's liability on any claim for damages arising from or connected with the sale, manufacture, delivery or use of the Tanks exceed the purchase price of the Tank. All legal actions for breach of this lifetime limited warranty must be commenced on or before the expiration of one year from the date of such breach. Otherwise, such action shall be considered barred by a period of limitations established by agreement.
- Warranty Procedure.** In order for the Lifetime Limited Warranty to apply, Fluidall must be notified in writing of any alleged defect or fault discovered by the customer within seven (7) days of its occurrence and Fluidall must be given the opportunity to inspect the alleged defective Tank within thirty (30) days of such notification. Fluidall may require the return of the alleged defective Tank to establish the claim. Upon Fluidall's written authority, customer shall return the alleged defective Tank (or portion of the alleged defective product as instructed by Fluidall) to Fluidall for inspection, freight and insurance prepaid by customer. ANY UNAUTHORIZED SHIPMENT OR SHIPMENT CONTRARY TO FLUIDALL'S INSTRUCTIONS WILL VOID THIS LIFETIME LIMITED WARRANTY. Final disposition of any warranty claim will be solely determined by Fluidall. Any attempted repair of a Tank by customer without Fluidall's express, prior written consent WILL VOID THIS LIFETIME LIMITED WARRANTY.

If you have questions about this lifetime limited warranty or have a defective Tank to report, and to receive a shipment authorization number, call or write customer service:

Fluidall LLC
860 Johnson Drive
Delano MN 55328
Tel: 800-849-0591
Fax: 763-972-7401
Email: sales@fluidall.com