



## Limited Warranty – Fiberglass Wet Wells

Fiberglass Tank Solutions, LLC (FTS) warrants to (Owner) that our underground wet well package, if installed, used and maintained in the United States in accordance with FTS published specifications, installation instructions and operating guidelines, all applicable laws and requirements, and the limited wet well applications defined herein, will be free from material defects in materials and workmanship for a period of one (1) year from date of original delivery by FTS. Wet well applications for the purpose of this warranty are limited to the collection and storage of water, wastewater or solids or liquid organic sewage at temperatures not to exceed 150 degrees F.

FTS warrants to the Owner that all wet well accessories, if installed, used and maintained in the United States in accordance with the FTS's' published specifications, installation instructions and operating guidelines, and all applicable laws and regulations, will be free from material defects in material and workmanship for a period of one (1) year following the date of original delivery by FTS.

The foregoing warranty does not extend to wet wells or accessories (collectively "Goods") damaged due to acts of God, war, terrorism, or failure of Goods caused, in whole or in part, by misuse, improper installation, storage, servicing, maintaining, or operation in excess of the rated capacity, contrary to their recommended use, or contrary to the wet well application defined above, whether intentional or otherwise, or any other cause or damage of any kind not the fault of FTS. FTS only warrants repairs or alternations performed by FTS or its authorized contractors.

Owner's sole and exclusive remedy for breach of warranty is limited at FTS's option to: (a) repair of the defective wet well or accessories, (b) delivery or replacement wet well or accessories to the point of original delivery, or (c) refund of the original purchase price of the whole or component in question. A claimant must give FTS the opportunity to observe and inspect the wet well and / or accessories prior to removal from the ground or the claim will be forever barred. All claims must be made in writing within one (1) year after wet well and /or accessory failure or be forever barred.

THE FOREGOING WARRANTY CONSTITUTES FTS'S EXCLUSIVE OBLIGATION AND FTS MAKES NO OTHER WARRANTY OR RERESENTAION, EXPRESS OR IMPLIED, WITH RESPECT TO THE WET WELL OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO THE OWNER BY FTS OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PRPOSE, OR OTHERWISE. THE SELLER (IBERGLASS TANK SOLUTIONS, LLC) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE SELLER (FTS) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (OWNER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR THE BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF FTS. FTS SHALL HAVE NO LIABILITY OR

OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THE WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. FTS SHALL HAVE NO LIABILITY FOR COST OF INSTALLATION OR REMOVAL OF GOODS, ENVIRONMENTAL CONTAMINATIONS, FIRE, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY OR INCIDENTAL CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL FTS, INC.'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS WHICH GAVE RISE TO SUCH LIABILITY.



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