

**KBK INDUSTRIES, LLC  
LIMITED WARRANTY  
UNDERGROUND STORAGE**

KBK Industries, LLC (“KBK”) warrants to original owner that the underground storage tanks provided by KBK, if installed, operated, and maintained in accordance with KBK’s published specifications:

I. Will not leak for a period of thirty (30) years from date of original delivery due to natural external corrosion.

II. Will not leak for a period of thirty (30) years from date of original delivery due to internal corrosion, provided the tank is used solely to store the following products:

- Gasoline, Diesel Motor Fuel, Diesel Exhaust Fluid at atmospheric temperature
- Alcohol-gasoline blend motor fuels at ambient temperatures:
  - Gasoline-ethanol or Gasoline-methanol blends with up to 100% ethanol or methanol
  - Biodiesel-diesel blends with up to 100% biodiesel at ambient temperatures.
- Diesel fuel oils at temperature not to exceed 150° F.
- Aviation gasoline, Jet Fuel, Motor Oil and Kerosene at atmospheric temperatures.

III. Will not leak for a period of thirty (30) years from date of original delivery due to structural failure (spontaneous breaking or collapse caused by material defects) provided the installation is performed and validated by a qualified installation contractor as defined in the subsequent required conditions.

IV. Will be free from defects in materials and workmanship for a period of one (1) year following the date of original delivery by KBK.

The Warranty described herein shall be subject to the following prerequisites:

- The tank must have been installed by a qualified installer in accordance with KBK Specifications. ]
- The installing company is approved by KBK. Written approval will be provided by email or mail.
- The tank installation checklist supplied by KBK must be properly completed by the installation contractor and the owner’s representative, and the owner must retain the completed checklist to demonstrate proper installation of the tank. A completed checklist shall be delivered to KBK at the time of any claim under this warranty, and failure to do so may result in denial of the claim at the discretion of KBK.
- Claimant must give KBK the opportunity to observe and inspect the tank prior to the removal of any backfill surrounding the tank, removal of the tank from the ground, or removal of any factory installed appurtenance, or the claim will be barred.
- The tank must be recertified by KBK to maintain the warranty if the tank is removed from an installation, moved to the owner’s new location, and placed in service at the new location.
- KBK is not obligated to honor any warranty or provide and service until KBK received payment in full.

Limitations. This Warranty does not cover:

- Tanks damaged due to acts of God, or failures caused, in whole or in part, by misuse, improper installation, storage of fluids not included in the above-mentioned conditions, servicing or lack thereof, maintenance or lack thereof, or operation more than their rated capacity, contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of KBK
- KBK does not warrant any installed product, component, or parts manufactured by others. All consumable parts including but not limited to gaskets and O-rings are excluded from this warranty. Third party repairs or modifications of any kind shall void this warranty.
- KBK'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED AT KBK'S DISCRETION TO: (I) REPAIR OF THE DEFECTIVE TANK, (II) REFUND OF THE ORIGINAL PURCHASE PRICE OF THE TANK FROM KBK, OR (III) DELIVERY OF A REPLACEMENT TANK TO THE POINT OF ORIGINAL DELIVERY. REPLACEMENT TANKS WILL BE PROVIDED BY KBK AND WILL BE EITHER NEW OR RECERTIFIED. ALL RECERTIFIED TANKS HAVE BEEN TESTED TO ENSURE THAT THEY ARE FUNCTIONALLY EQUIVALENT TO A NEW TANK.
- THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, "DUTY" OR OBLIGATION ON THE PART OF KBK AS SET FORTH HEREIN.
- KBK 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 THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. KBK SHALL HAVE NO LIABILITY FOR TANK INSTALLATION OR REMOVAL COSTS, RELEASE OF CONTENTS ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.
- IN NO EVENT SHALL KBK'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE TANK WHICH GAVE RISE TO SUCH LIABILITY. THE FOREGOING WARRANTY CONSTITUTES KBK'S EXCLUSIVE OBLIGATION AND KBK MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TANK OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY KBK OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.