

LIMITED WARRANTY

Underground Petroleum Storage Tanks

Xerxes Corporation ("Xerxes") warrants to owner ("Owner") that our underground petroleum storage tanks, if installed, used, and maintained in the United States or Canada in accordance with Xerxes' published specifications, installation instructions and operating guidelines, applicable supplemental materials, all applicable laws and regulations, and limited to storage of the products listed below at ambient temperatures or fuel oils, used in oil burning equipment, at temperatures not to exceed 150°F (65° C):

- 1) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to natural external corrosion.
- 2) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to internal corrosion, provided the tank is used solely, with or without tank water bottoms, to store the following products:
 - a. gasoline, jet fuel, aviation fuels, motor oils, motor vehicle waste oils, kerosene, diesel fuel, or fuel oils
 - gasoline with up to 20%, by volume, of methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary butyl alcohol (TBA), tertiary amyl methyl ether (TAME), or tertiary amyl ethyl ether (TAEF)
 - b. gasoline and ethanol blended motor fuels (per applicable ASTM fuel standards)
 - E10 (90% gasoline and 10% ethanol)
 - E15 (85% gasoline and 15% ethanol)
 - E85 (85% ethanol and 15% gasoline)
 - other ethanol blends up to and including 100% ethanol
 - c. gasoline and methanol blended motor fuels (per applicable ASTM fuel standards)
 - M85 (85% methanol and 15% gasoline)
 - other methanol blends up to and including 100% methanol
 - Oxinol-50 waiver (90.5% gasoline and 9.5% Oxinol-50 comprised of a 4.75% methanol and 4.75% gasoline-grade tertiary butyl alcohol (GTBA) mixture)
 - Dupont EPA waiver (gasoline with 5% methanol and a minimum of 2.5% cosolvent – the blend may contain a maximum concentration of up to 3.7%, by weight, oxygen in the final fuel)
 - d. biodiesel fuel blends up to 100% biodiesel (per applicable ASTM fuel standards)
- 3) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to structural failure (defined as spontaneous breaking or collapse caused by material defects in materials or workmanship).
- 4) Will meet Xerxes' published specifications and will be free of material defects in materials and workmanship for a period of one (1) year following the date of original delivery by Xerxes.

Xerxes warrants to Owner that all Xerxes-manufactured tank accessories, if installed, used and maintained in Canada or the United States in accordance with Xerxes' published specifications, installation instructions and operating guidelines, applicable supplemental materials, and all applicable laws and regulations, will be free of material defects in materials and workmanship for a period of one (1) year following the date of original delivery by Xerxes.

If any tank or accessory is to be removed from an installation, moved and reinstalled at Owner's new location and is intended for active service at the new location, the tank and accessories must be recertified by Xerxes to continue the balance of the limited warranty as originally extended.

The foregoing limited warranty does not extend to tanks or accessories ("individually and collectively Goods") damaged due to acts of God, war, terrorism, or failure of Goods caused, in whole or in part, by misuse, unlawful use, improper installation, storage, servicing or maintenance, or operation in excess of their rated capacity or contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of Xerxes. Xerxes only warrants repairs or alterations performed by Xerxes or its authorized contractors performing work authorized in advance, in writing, by Xerxes. Xerxes does not warrant any product, components or parts manufactured by others. All consumable components including but not limited to o-rings and gaskets are excluded from this limited warranty.

Owner's sole and exclusive remedy for breach of warranty is limited at Xerxes' option to: (a) repair of the defective tank or accessory, (b) delivery of a replacement tank or accessory to the point of original delivery, or (c) refund of the original purchase price. No warranty claim will be considered without removing the tank and any accessory from the ground if Xerxes deems it necessary to evaluate a warranty claim. In the event of a breach of warranty claim, a claimant must give Xerxes the opportunity to observe and inspect the installation prior to the removal of any backfill below the tank top, and the removal of the tank and any accessory from the ground, or the claim will be forever barred. All claims must be made in writing within one (1) year after tank or accessory failure or be forever barred. ALL RIGHTS, OBLIGATIONS AND CLAIMS UNDER THIS LIMITED WARRANTY SHALL BE EXCLUSIVELY MADE AND DETERMINED IN THE COURTS OF, AND GOVERNED BY THE LAWS OF, THE STATE OF MINNESOTA, U.S.A., EXCLUDING ITS CONFLICT OF LAW PRINCIPLES.

THE FOREGOING WARRANTY CONSTITUTES XERXES' EXCLUSIVE OBLIGATION AND XERXES MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY XERXES OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THE SELLER (XERXES) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. THE SELLER (XERXES) 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 BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF XERXES. XERXES 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. XERXES SHALL HAVE NO LIABILITY FOR COSTS OF INSTALLATION OR REMOVAL OF GOODS, ENVIRONMENTAL CONTAMINATION, FIRES, 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 XERXES' TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS WHICH GAVE RISE TO SUCH LIABILITY.

Consumer Notice: This warranty gives you (Owner) specific legal rights. You (Owner) may also have other rights which vary from state to state.

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Effective: May 1, 2019

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