

LIMITED WARRANTY

Double-Wall and Single-Wall Storage Tanks

For Petroleum or Alcohol Fuels

Xerxes Corporation ("Xerxes") warrants to owner ("Owner") that our double-wall and single-wall underground storage tanks, if installed, used, and maintained in the United States or Canada in accordance with Xerxes' published specifications, installation instructions and operating guidelines, and all applicable laws and regulations:

- 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 at ambient temperature, or fuel oils at temperatures not to exceed 150° F (65° C):
 - a. gasoline, jet fuel, aviation gasolines, motor oils, motor vehicle waste oils, kerosene, diesel fuels, or fuel oils
 - b. alcohol, alcohol-gasoline blends, and oxygenated motor fuels
 1. ethanol and ethanol blends
 - 100% ethanol
 - E10 (90% gasoline and 10% ethanol)
 - E85 (85% ethanol and 15% gasoline)
 2. methanol and methanol blends
 - 100% methanol
 - M85 (85% methanol and 15% gasoline)
 - Oxinol-50¹ waiver (90.5% gasoline and 9.5% Oxinol-50¹ comprised of a 4.75% methanol and 4.75% 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)
 3. other oxygenated fuels
 - gasoline with up to 20%, by volume, of methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary amyl methyl ether (TAME), or tertiary amyl ethyl ether (TAEF)
 - c. biodiesel fuel as defined by:
 1. ASTM[®] D975-08a (diesel fuel oils)
 2. ASTM[®] D396-08b (fuel oils)
 3. ASTM[®] D7467-08 (diesel fuel oil and biodiesel blend (B6-20))
- 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.

If any tank is to be removed from an installation, moved to Owner's new location and is intended for active service at the new location, the tank must be recertified by Xerxes in order to maintain the limited warranty as originally extended.

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

The foregoing limited warranty does not extend to tanks or accessories (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, 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. Xerxes does not warrant any product, components or parts manufactured by others.

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. 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 and/or accessory failure or be forever barred.

THE FOREGOING LIMITED WARRANTY CONSTITUTES XERXES' EXCLUSIVE OBLIGATION AND XERXES MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TANK, ACCESSORY 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 LIMITED 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 LIMITED WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS LIMITED 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 limited warranty gives you (Owner) specific legal rights. You (Owner) may also have other rights which vary from state to state.

¹TM Arco Chemical Co.

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