



ENVIROTANK

# LIMITED WARRANTY

## ENVIROTANK UNDERGROUND PETROLEUM STORAGE TANKS

This warranty is provided by the seller of the underground petroleum storage tank(s) (**Tank**) (either Envirotank Pty Ltd or Maskell Productions Limited as appropriate) (**Envirotank**) to the original purchaser (**Owner**).

Envirotank warrants that the Tank will, if installed, used and maintained in accordance with its written instructions, any supplemental instructions, applicable laws, and as set out below:

1. Meet its published specifications and will be free from defects in materials and workmanship for a period of 1 year from the date of delivery by Envirotank to the Owner;
2. Not leak by reason of structural failure (breakage or collapse) for a period of 30 years from the date of delivery by Envirotank to the Owner, provided installation of the Tank(s) is in Australia or New Zealand and is performed and validated by a certified contractor trained by Envirotank;
3. Not fail by reason of external corrosion for a period of 30 years from the date of delivery by Envirotank to Owner;
4. Not fail by reason of internal corrosion for a period of 30 years from the date of delivery by Envirotank to the Owner, provided the Tank is used solely to store the following products with or without water bottoms:
  - a. Diesel fuel oils for oil burning equipment at temperatures not to exceed 65° C.
  - b. Gasoline, jet fuel, aviation gasoline, motor oil (new or used), kerosene, diesel motor fuel at ambient temperatures.
  - c. Alcohol-gasoline blend motor fuels at ambient temperatures:
    - Gasoline-ethanol blends with up to 100% ethanol.
  - d. Oxygenated motor fuels at ambient temperatures with up to 20% (by volume) 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 (TAEE).
  - e. Biodiesel-diesel blends with up to 100% biodiesel (B100 per ASTM) at ambient temperatures.

### Warranty Claims

1. If a fault covered by warranty occurs, the Owner must contact Envirotank with a warranty claim in writing.
2. Any warranty claim must be accompanied by proof of purchase, full details of the alleged defect and appropriate documentation (such as historical and maintenance records).
3. The Owner must make the Tank available to Envirotank for inspection and testing. If such inspection and testing finds no defect in the Tank, the Owner must pay Envirotank's reasonable costs of service work and testing.

### Important:

4. This warranty is only applicable and effective where:
  - a. Envirotank has received payment in full for the Tank. Envirotank is not obliged to honour the terms of this warranty in the absence of such payment;
  - b. The Tank has been installed in accordance with our installation instructions by a qualified installer trained by Envirotank and the complete tank installation is in accordance with our installation instructions, all relevant directions, instructions and applicable laws;
  - c. The Tank installation checklist supplied by Envirotank has been properly completed and retained by the owner, and presented to Envirotank at the time of making any claim under this warranty;
  - d. Envirotank has been provided with an opportunity by the Owner to inspect the Tank prior to removal of any backfill surrounding the Tank, removal of the Tank from the ground, or removal of any factory installed appurtenance; and
  - e. If the Tank is removed from an installation, moved to a new location and intended for active service at the new location, the Tank has been recertified by Envirotank or its nominated agent.
5. The terms of this warranty **do not** extend to cover:
  - a. Any installed product, component, or parts manufactured by others;
  - b. Any consumable parts, including but not limited to bolts, manway covers, gaskets and or o-rings;
  - c. Any failures or damage caused by acts of God, misuse, improper installation, storage of fluids other than those set out above, improper or inadequate maintenance, or operation in excess of rated capacity;
  - d. Any other failure or damage that is not caused by Envirotank.
6. Third party repairs or modifications of any kind void this warranty.
7. Envirotank's liability under this warranty is limited to, and at its election:
  - a. Repair of any defect in the Tank;
  - b. Delivery of a replacement Tank to the point of original delivery; or
  - c. Refund of the original purchase price of the affected Tank;and in any case shall not exceed the amount of the original purchase price paid for the affected Tank.
8. To the maximum extent permitted by law, the remedies set out in paragraph 4 above are the only remedies available to a person or entity for breach of contract or any other obligation said to be owed by Envirotank with respect to the Tank, and Envirotank is not liable to any party for any labour, installation costs, indirect or consequential loss or damage, or any other loss and damage however arising or alleged.
9. Other than as set out in the terms of this warranty, Envirotank makes no express or implied warranty or representation as to the merchantability or fitness for purpose of the Tank.

### **Envirotank Pty Ltd**

Level 2 541 Blackburn Road,  
MT. WAVERLEY VIC 3149  
AUSTRALIA  
www.envirotank.com.au

### **Maskell Productions Limited**

PO Box 11-185,  
ELLERSLIE, 1542, AUCKLAND  
NEW ZEALAND  
www.envirotank.co.nz