



Canwest Tanks & Ecological Systems Ltd.

LIMITED WARRANTY For Canwest Tanks Manufactured Fiberglass Tanks

Canwest Tanks (CWT) warrants that our Fiberglass Tanks, if installed, used and maintained in Canada or the United States in accordance with published specifications, installation instructions and operating guidelines, applicable supplemental materials, all applicable laws and regulations, and limited to the storage of water and wastewater at ambient temperatures.

1. Will not fail for a period of three (3) years from date of original delivery by CWT due to natural external/internal corrosion
2. Will not fail for a period of three (3) years from date of original delivery by CWT due to structural failure (defined as spontaneous breaking or collapse caused by material defects in material or workmanship.)
3. Will meet CWT's published specifications and will be free from material defects in materials and workmanship for a period of three (3) years following the date of original delivery by CWT.

Canwest Tanks warrants to Owner that all CWT manufactured tank accessories, if installed, used and maintained in Canada or the United States will be free of material defects in materials and Workmanship for a period of three (3) years following the date of original delivery by CWT.

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, movement of soil, 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 CWT. CWT only warrants repairs or alterations performed by CWT or its authorized contractors performing work authorized in advance, in writing by CWT.

CWT 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 CWT's 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 or accessory from the ground if CWT deems it necessary to evaluate a warranty claim. In the event of a breach of warranty claim, a claimant must give CWT the opportunity to observe and inspect an underground installation prior the removal of any backfill below the tank top, and prior to the removal of the tank and any accessories from the ground, or from their above ground installation or the claim will be forever disallowed. All claims must be made in writing within one (1) year after the tank or accessory failure or be forever disallowed. 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 PROVINCE OF BRITISH COLUMBIA CANADA, EXCLUDING ITS CONFLICT OF LAW PRINCIPLES

LIMITATION OF WARRANTY;

THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REMEDIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY.

SELLER (CWT) MAKES NO OTHER WARRANTY, OF ANY KIND. ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. CUSTOMERS SOLE AND EXCLUSIVE REMEDY AGAINST SELLER WHETHER BASED UPON WARRANTY, STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR ANY OTHER BASIS, WILL BE LIMITED TO THE RIGHTS OF CUSTOMER UNDER THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY

WITHOUT IN ANY WAY LIMITING TERMS AND CONDITIONS OF THE WARRANTY SECTION ABOVE WHICH LIMIT THE REMEDIES OF CUSTOMER TO THOSE CONTAINED IN THE LIMITED WARRANTY. CUSTOMER AND SELLER FURTHER AGREE THAT IN NO EVENT SHALL SELLERS TOTAL LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS WHICH GIVE RISE TO ANY CLAIM; AND SELLER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL SPECIAL EXEMPLARY, PUNITIVE AGGRAVATED OR ANY OTHER INDIRECT DAMAGES INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION. DAMAGES RESULTING FROM LOSS OF USE, LOST PROFITS OR REVENUE INTEREST, LOST GOODWILL, WORK STOPPAGE, SHUT DOWN OR NON OPERATION, SERVICE INTERRUPTION SUFFERED BY CUSTOMER OR CUSTOMER'S CUSTOMER, IMPAIRMENT OF OTHER GOODS, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT EQUIPMENT, PARTS OR PRODUCTS COST OF INSTALLATION OR REMOVAL OF GOODS, FIRES, EXPLOSIONS OR ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLAIMS ARE BASED UPON WARRANTY, STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY, OR ANY OTHER BASIS, EVEN IF THE SELLER IS ADVISED OF THE POSSIBILITY OF THE SAME IN ADVANCE

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