



**P.O. Box 1279
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**General Industries, Inc.
Tank Sales, Manufacturing and Engineering
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GENERAL INDUSTRIES LIMITED WARRANTY FOR ABOVEGROUND TANKS

SELLER WARRANTS GOODS MANUFACTURED BY IT AS FOLLOWS:

- (a) If the goods are not warranted by The Steel Tank Institute, the following limited warranty shall be in effect. Seller warrants that the goods conform to stated specifications within limits of standard manufacturing tolerances and variances and are free from defects in materials and workmanship for one (1) year from date of acceptance by owner. At its option, Seller will replace, repair, or refund an allowance for any nonconformity with stated specifications or any defects in materials or workmanship in the goods demonstrated to its satisfaction to have existed at time of delivery; provided the Purchaser gives Seller written notice upon delivery thereof and, in any event, within one (1) year after completion of delivery, and provided further the Purchaser shall test the goods, if tanks, at the installation site prior to installation in accordance with Federal and State Regulations and Laws. This warranty and liability shall be limited to the Purchaser and shall not extend to Purchaser's vendees. Seller's sole liability under this warranty is limited to making replacement, repair, or an allowance within a reasonable time after receipt of written notice from Purchaser. In no event shall Seller's liability exceed the purchase price of the goods. Damage caused by chemical reaction, electrolytic action, or foreign materials are to be assumed by the Purchaser and in no way considered a part of the warranty.
- (b) Seller makes no warranty, express or implied (including any implied warranty or merchantability or fitness for a particular purpose or otherwise) on any goods not manufactured by Seller.
- (c) The forgoing limited warranty set forth in paragraph (a) is the Seller's sole warranty with respect to the goods and is made in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or otherwise.

- (d) No warranty express or implied (including any implied warranty of merchantability or fitness for a particular purpose or otherwise), is extended to any of Purchaser's vendees. However, if by operation of any law or otherwise, any express or implied warranty is extended to any of purchaser's vendees, these disclaimers of warranty shall likewise extend to said vendees.

- (e) The only remedy the buyer has in connection with the breach or performance of any warranty, as a result of negligence or any other cause, on products or goods purchased from seller are those set forth above. In no event will Seller be liable for incidental or consequential damages or injuries, including, but not limited to damages to person, to property or other commercial loss. No warranty, express or implied, shall extend to any of Purchaser's vendees. However, if by operation of Law or otherwise, any express or implied warranty is extended to any of purchaser's vendees, this exclusion of remedy shall likewise extend to said vendees.