

All of the following provisions on this page constitute Weston and Associates, LLC's ("Weston") LIMITED WARRANTY for its products, all of which are part of the terms and conditions of sale.

LIMITED WARRANTY: WESTON warrants to the original buyer that our products will be free from defects in material and workmanship under normal conditions and use for a period of 12 months from the date of installation or 14 months from the date of shipment, whichever is earlier. This warranty may not be transferred or assigned to any other person or entity other than the original owner of the Project if different from the Buyer. This warranty does not contemplate any future performance by us. This Warranty is contingent upon and will be invalidated by our failure to receive full and timely payment of all invoices relating to the Project.

EXCLUSIONS: This Warranty does not cover products or materials that are not manufactured or sold by us. This warranty does not cover products that have been altered or repaired by anyone other than us without our written consent.

This Warranty excludes damage to or the failure of our products or systems as a result of:

1. Material defects or failures of products not manufactured by us;
2. Fire, flood, high winds, earthquake, lightning strikes, or other catastrophic events or other Acts of God;
3. Vandalism, physical abuse, misuse, neglect, accident, or other physical damage to the products or systems;
4. Exposure to chemicals or other substances, materials, or temperatures that are not anticipated;
5. Physical damage to the integrity of the products including but not limited to, penetrations, crushing, breaking, or other destruction;
6. Any change in use of the products or the project not expressly acknowledged and agreed to by us, including without limitation, the storage of materials with different composition, maximum bulk densities or flow characteristics, or a change in the process;
7. Structural design and operating performance issues, problems or consequences attributable in whole or in part to the correctness of design and operating parameters provided by Buyer or the correctness of interfacing work, material or services provided by Buyer (such as foundations or attached process or control equipment); and
8. Any failure to handle, store, transport, install, maintain, or operate our products in accordance with our instructions, applicable building codes, and standard industry practices. This includes, but is not limited to, proper operation and maintenance, filling and emptying. Ventilation and pressure/vacuum relief devices must be maintained by Buyer to assure that design pressures and vacuums are not exceeded. Grouting, if required, must be installed and properly maintained by Buyer. Tanks, covers, lining/coatings, cover structure or sheeting/panels, sealers and gaskets, etc. must be maintained by Buyer as necessary to protect against damage, wear and corrosion. Buyer must perform tank and cover inspections in accordance with Seller's guidelines and provide written inspection reports to Seller within two (2) months of each required maintenance period. All evidence of tank, cover, or tank lining damage, both internal and external, is to be repaired by Buyer using repair methods specified by Seller.

REMEDY: Your sole and exclusive remedy is limited to our providing you a replacement product or part, repairing the defective product or part, or paying you the prorated value of the defective product or part, at our sole discretion. We will not pay for the labor or other costs to remove or replace the defective product or part, including labor or other costs to remove the contents and/or clean a structure or obtain access to the defective product or part, or freight for shipment of the defective product or part. There may be certain circumstances where we will elect to repair the condition rather than provide you a replacement product or part, as an alternative remedy. In addition, there may be other circumstances that we elect to pay you the prorated value of the defective product or part based on the time remaining on the warranty, as an alternative remedy. This Warranty shall not have failed its essential purpose as long as we are willing to provide comparable replacement product or part or elect one of the alternative remedies.

LIMITATION OF LIABILITY: THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY US AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, LOST SALES, LOSS OF CONTENTS, LOSS OF USE, ANY INABILITY OF BUYER TO PROVIDE PRODUCT OR SERVICES TO A CUSTOMER, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE BUILDING OR ITS CONTENTS AS A RESULT OF FIRE, EXPLOSION OR OTHERWISE), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE. THE TOTAL LIABILITY OF SELLER TO BUYER IN CONTRACT, TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE RESULTING FROM OR ARISING OUT OF ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE EX-WORKS

MATERIAL AMOUNTS ACTUALLY PAID TO US. This limitation of liability shall apply to any claim against us to the fullest extent permitted by law, including without limitation any claim of breach of contract, negligence, misrepresentation, nondisclosure, breach of any duty of good faith and fair dealing, violation of any consumer protection statute, or any tort claims.

CLAIM PROCESS: To make a claim under this Warranty you must notify Weston, in writing, of all warrantable conditions within forty five (45) days of either (i) the date the condition was discovered or (ii) the date the warrantable conditions should have been discovered, whichever is earlier (“Warranty Claim”). All Warranty Claims must be set forth in sufficient detail and all information gathered by you in connection with such conditions. Any action brought by you arising out of or in connection with an alleged breach of this Limited Warranty shall be commenced within ninety (90) days after the expiration of Warranty. Once a claim has been made, we have the right to perform an on-site inspection of our products.