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GALVANIZED CORRUGATED STEEL WATER STORAGE TANK STANDARD LIMITED WARRANTY

(Effective for all sales that occur after 07/01/2016)

Water Storage Tanks, Inc., (WST) extends a warranty covering its galvanized corrugated steel water storage tank products (Products) manufactured by WST as outlined in this Standard Limited Warranty document. THE WARRANTY PROVIDED HEREIN IS THE ONLY WARRANTY PROVIDED BY WST AND IS IN LIEU OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL WST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LABOR CHARGES OR LOST PROFITS) EVEN IF WST HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

Any exceptions to this warranty must be authorized in writing by an officer of Water Storage Tanks, Inc.

This Warranty is only offered to the direct sale recipient (Customer) of a Product. WST offers no warranty to any third party recipient of a Product. All Products are sold to Customer with the WST Standard Limited Warranty for the Product, if any, as offered by WST and shall meet the WST published specifications for such Products at the time of sale to Customer.

This warranty includes different coverage and warranty claim procedures for structural materials, water containment materials, and accessories.

STRUCTURAL MATERIALS

Structural materials manufactured by WST are warranted to be free from defects in material and workmanship FOR THIRTY (30) YEARS from the date of shipment of the materials from the WST factory. If a defect is found by WST to exist within the warranty period, then WST will, at the option of WST, (a) repair or replace defective materials free of charge, F.O.B. the WST factory of manufacture, or (b) refund to the Customer the original purchase price of the defective materials, in lieu of such repair or replacement.

For galvanized steel tanks that are wrapped in WST-supplied timber staves, the timber staves are not covered under this warranty.

WATER CONTAINMENT MATERIALS

Water containment liners manufactured by WST are warranted to be free from major defects due to defective workmanship for THIRTY (30) YEARS from the date of shipment of the liner from the WST factory. Water containment liners manufactured by WST are warranted to be free from major defects due to defective material on the following basis:

Each different liner material is supplied subject to a different warranty term. The warranty term shall be stated on the signed Order Acknowledgement for each project. During the first year after the date of original manufacture of the liner, there shall be no charge to the Customer for repair or replacement of the liner. After the first year, a charge will be made. This charge will be a percentage of the liner Dealer Net Price in effect at the time of replacement or repair. Percentages are based on the length of time from the date of original manufacture of the liner to the time that WST may accept responsibility for the defect.

As an example: A liner with a 60-month warranty shall be depreciated at the rate of $1/60^{th}$ per month. A liner with a 120-month warranty will be depreciated at the rate of $1/120^{th}$ per month. Example 1: A liner with a 60-month warranty fails in month 11. Since this would be within the first year of manufacture there would be no charge to the Customer for the replacement liner. Example 2: A liner with a 60-month warranty fails in the 15^{th} month. The charge for the replacement liner would be 25% (15/60) of the current cost of the liner.

If a liner should fail during the warranty period as a result of a manufacturing problem covered by this warranty, the original Customer shall notify Water Storage Tanks, Inc. in writing by mail. This notice shall contain the liner serial number, date of purchase, and a description of the defect. Water Storage Tanks, Inc. will determine if the liner is to be returned to the factory or will ask that the (1) defective area and (2) the part of the liner stamped with the serial number be cut from the liner and returned. Liner, or liner pieces,

must be cleaned and returned freight prepaid to: Water Storage Tanks, Inc., 11161 Circle Dr., Austin, TX 78736 USA. All replacement liners will be shipped freight collect.

ACCESSORIES

Accessories sold by WST but not manufactured by WST are subject to the original manufacturers' warranty terms.

Steel flanges manufactured by WST are warranted to be free from major defects due to defective workmanship or materials for THIRTY (30) YEARS from the date of shipment from the WST factory. PVC flanges manufactured by WST are warranted to be free from major defects due to defective workmanship or materials for ONE (1) YEAR from the date of shipment from the WST factory.

Any custom accessory manufactured by WST is warranted to be free from major defects due to defective workmanship or materials for NINETY (90) DAYS from the date of shipment from the WST factory.

If a defect is found by WST to exist within the warranty period, then WST will, at the option of WST, (a) repair or replace defective materials free of charge, F.O.B. the WST factory of manufacture, or (b) refund to the Customer the original purchase price of the defective materials, in lieu of such repair or replacement.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING DEFINITIONS, TERMS AND CONDITIONS:

The Customer shall be defined as the party or entity who directly purchases the Products from WST. In most cases, the Customer will be a registered CorGal[®] Dealer, Reseller or OEM. Customer shall register the final installation site with WST (full address); not doing so is grounds for WST to deny warranty coverage.

WST assumes no obligation to any other party to whom Customer may sell any material to. WST will only conduct warranty claim transactions with the direct Customer. Any third party having a warranty issue must contact their supplier of the WST tank products.

Products include steel structural materials, hardware, preliners, penetration flanges, and water containment liners. This warranty relates only to manufacturing defects and does not include damage that may occur during installation nor failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation, salt or chemicals or ice damage. Fading or staining of the galvanized steel finish is not covered by this warranty. Fading, microbiological staining of the liner, or any damage induced by the improper use of chemicals is not covered by this warranty.

This Warranty includes WST manufactured equipment only and does not extend to other suppliers' equipment or materials.

Water Storage Tanks, Inc., shall not be responsible for the cost of removal or reinstallation of any defective Product, nor for any other expenses or damages which might be incurred in such removal or reinstallation nor for any damages that may be caused to any other property or thing due to the failure of a defective component.

Customer will not make any representations or warranty relating to the Product on behalf of WST except as expressly authorized by WST in writing on a project by project basis. Customer shall promptly notify WST in writing of any Customer complaints or claims and shall follow the reasonable instructions from WST regarding the handling of such claims.

Customer shall create their own warranty for distribution to the Customer's customers. The WST Standard Limited Warranty only covers major material defects and includes no labor cost for warranty investigation or correction.

Customer shall be responsible for making minor repairs to structure materials during assembly and for inspection and repair of any liner defects.

WST reserves the right to change models and specifications at any time without notice or obligation to improve previous models.

This warranty does not cover white rust. Galvanized materials are subject to unsightly "white rust" if moisture is allowed to penetrate the wall sheets or roof bundle. To avoid this condition, upon delivery of the tank kit, the kit should be stored in a heated dry location. If there has been any exposure to moisture, then the wall sheets and roof panels should be separated in order to allow for air to dry the wall sheets.

This warranty does not cover aesthetic inconsistencies in hot-dip galvanization. Products are warranted for corrosion resistance (coating thickness and adherence) only.

WARRANTY WILL BE VOID FOR ANY OF THE FOLLOWING REASONS:

- 1. If the components are installed by anyone other than a factory trained and WST certified tank assembly crew or an assembly crew overseen by a certified WST instructor.
- 2. If the components are not installed in accordance with instructions published by WST.
- 3. If all structural components of the system are not original equipment supplied by WST.
- 4. If the tank is used for storage of any materials other than potable or non-potable water.

- 5. If the tank is installed at any site for which the Customer has not disclosed to WST the site climatic conditions in advance of any product order.
- 6. If there is any malfunction, damage or failure resulting from misuse, abuse, negligence, alteration, accident, misapplication of specifications or lack of proper maintenance.
- 7. If there is any consequential or special damage as a result of any defect in the product. "Consequential" or "Special Damages" as used herein include but are not limited to lost or damaged products or goods, costs of transportation, lost sales, lost orders, lost income, increased overhead, labor, and incidental costs and operational inefficiencies.
- 8. Standard water tank design is for Seismic Zone 2B (Seismic Design Category C) conditions, 90 MPH (UBC), 110 MPH (IBC) wind speed and 20 PSF roof live load. Any other loading condition must be specifically requested (at extra cost) prior to order.
- 9. Damage caused by either ice or freezing conditions.
- 10. Damage caused by acidic environmental conditions.
- 11. Damage caused by direct contact of AC condensate or distilled water to the galvanized steel.
- 12. If tank is installed outside of the United States of America unless otherwise agreed to in writing by a principal of WST.