



601 Firestone Drive  
Magnolia, Arkansas 71753

## LIMITED WARRANTY

### **FABRITANK® COLLAPSIBLE CONTAINER FOR EMBANKMENT-SUPPORTED INSTALLATION**

AMERICAN FUEL CELL AND COATED FABRICS COMPANY (AMFUEL) warrants, only to the original purchaser, the FABRITANK® material supplied for the embankment-supported application quoted for a period of one (1) year from date of installation or a one (1) year period beginning three (3) months from the time of delivery, whichever occurs first, to be free from defects, material or workmanship as more fully set out below:

1. AMFUEL LIABILITY SHALL BE LIMITED AS FOLLOWS:

- a. Any applicable AMFUEL warranty as more fully described and limited herein applies only to the original FABRITANK® material supplied by AMFUEL.
- b. AMFUEL will in no event be liable for consequential or indirect damages. Purchaser's only and exclusive remedy is limited to repair or replacement of the Embankment-Supported FABRITANK®. A refund of the original purchase price may be provided at the sole option of AMFUEL.
- c. This warranty is limited to replacement of material F.O.B. point of manufacture and does not include the cost of labor, equipment or other costs incidental to replacement or removal of material.
- d. This warranty does not cover damage or failure resulting from misuse, neglect, abuse, vandalism, accident, alteration, action of the elements (including but not limited to freezing), Acts of God, or other casualty.
- e. AMFUEL is not responsible if delivery is delayed for any cause.
- f. This warranty does not cover damage or failure resulting from improper or negligent installation, maintenance, or repair.
- g. AMFUEL assumes no liability under this warranty unless purchaser cooperates fully with AMFUEL or its designated representative in the investigation and adjustment of all claims. Purchaser agrees to and must notify AMFUEL immediately of any failure and is required to send written confirmation describing the nature of the specific alleged defect or defects and/or any alleged failure to AMFUEL within ten (10) days of any failure.

- h. The alleged defective Embankment-Supported FABRITANK® shall be placed at the disposal of AMFUEL for inspection at a plant of the purchaser or at AMFUEL'S option and expense of shipping, may be returned to an AMFUEL plant or such other place as AMFUEL may designate for testing.
  - i. AMFUEL makes no warranty of any kind regarding adequacy of embankment, location of installation, soil conditions, dike dimensions or parts, material or services supplied or rendered by others.
2. FOR THIS WARRANTY TO BE VALID THE FOLLOWING SHALL BE ACCOMPLISHED WITH THE ASSISTANCE OF AMFUEL'S FIELD TECHNICIAN.
- a. Installation of FABRITANK® in the prepared embankment.
  - b. Initial filling of FABRITANK®.
3. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED WHICH EXTEND BEYOND THE WARRANTY STATED ABOVE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS.
4. NO PERSON OR REPRESENTATIVE IS AUTHORIZED TO EXTEND ANY WARRANTIES OR TO ASSUME ANY LIABILITY BEYOND THAT WHICH IS CONTAINED HEREIN.