



WARRANTY

Double Wall Underground Petroleum Storage Tank

ZCL Composites Inc. (herein after referred to as "ZCL") warrants to the original purchaser that its ULC listed, double wall "Prezerver" underground storage tanks, if used in accordance with its specifications and installed in strict accordance with ZCL's published installation instructions:

1. Will not fail for a period of thirty (30) years from the date of original purchase due to external corrosion;
2. Will not fail for a period of thirty (30) years from the date of original purchase due to internal corrosion, provided the tank is used solely (with or without tank water bottoms) for the storage of gasoline; gasohol (90% gasoline/10% ethanol mixture); Oxynol-50 Waiver** (90.5% gasoline and 9.5% Oxinol-50** composed of 4.75% methanol / 4.75% GTBA Mixture); Dupont EPA Waiver (Gasoline with 5% methanol and a minimum of 2.5% cosolvent - the blend may contain a maximum concentration of up to 3.7% weight percent oxygen in the final fuel); MTBE (methyl tertiary butyl ether) - gasoline with up to 20%, by volume, of MTBE; gasoline/water/ethanol or methanol blend motor fuels including 100% ethanol or methanol or M85 (85% methanol) at ambient temperatures; jet fuels; av-gas; kerosene; diesel fuel; new or used motor oil; or used for fuel oil at temperatures not to exceed 150⁰F (65⁰C);
3. Will not fail for a period of thirty (30) years from date of original purchase due to structural failure (defined as breaking or collapse) provided the installation is performed and validated by a qualified installation contractor, installed in Canada, and the tank is used as stated above.
4. Will meet ZCL's published specifications and will be free from defects in materials and workmanship for a period of one (1) year following the date of original delivery by ZCL.

If any tank(s) is to be removed from an installation, moved to another location and is intended for active service at a new location, the tank(s) must be recertified by ZCL in order to maintain the warranty as originally extended. The foregoing warranties do not extend to tank failures caused by earthquakes, hydrological or geological changes or other extraordinary natural forces which may act upon the tank(s).

ZCL's liability under this warranty shall be limited to, at their option, (a) repair of the defective tank, (b) delivery of a replacement tank to the point of original delivery, or (c) refund of the original purchase price. A claimant must give ZCL the opportunity to observe and inspect the tank prior to removal from the ground or the claim will be barred. All claims must be made in writing within one year after tank failure or be forever barred. **The foregoing warranty constitutes ZCL's exclusive obligation and ZCL makes no warranty or representation, express or implied, with respect to the product or any service, advice, or consultation, if any, furnished to the customer by ZCL or their representatives, whether as to merchantability, fitness for a particular purpose, or otherwise. The remedies set forth in the above warranties are the only remedies available to any person for breach of the warranty or for breach of any other covenant, duty, or obligation on the part of ZCL hereunder. ZCL shall have no liability for incidental, consequential or punitive damages of any description, whether any such claim be based upon warranty, contract, negligence, strict liability or other tort, or otherwise.**

- TM ZCL Fiberglass.
- ** TM Arco Chemical Co.