



PROGRESSIVE YARD WORKS LTD.

“Manufacturer of Exceptional Fiberglass Products”

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PYW Limited Warranty

This product is covered by a limited warranty as described herein. No other warranty, express or implied, applies to the Product except as may be mandated by legislation.

WHAT THIS WARRANTY COVERS

Each tank (the “Product”) manufactured by Progressive Yard Works Ltd. (the “Manufacturer”) is warranted to be free of defects in material and workmanship relative to the Manufacturer’s specifications for the Product (the “Specifications”) for:

A limited period of five (5) years from the original date of purchase if the total tank volume as indicated on the tank label is less than 5,000 Imperial gallons and the tank is installed below grade. Progressive Yard Works will cover parts costs only using the following method: 100% coverage in the first year, 80% coverage in the second year, 60% coverage in the third year, 40% coverage in the fourth year and 20% coverage in the fifth and final year;

A period of one (1) year from the original date of purchase if the total tank volume as indicated on the tank label is 5,000 Imperial gallons or more and the tank is installed below grade;

A period of one (1) year from the original date of purchase if the tank fabrication is custom in nature; or

A period of one (1) year from the original date of purchase if the tank is installed above grade.

If, at anytime during the warranty period, the Product is found to be defective, the Product will be replaced or repaired (at the option of Manufacturer) without charge within a reasonable period of time.

WHAT THIS WARRANTY DOES NOT COVER

A Product which is not accompanied by original purchase documentation.

Shipping costs to and from the Manufacturer or, if permitted in writing by the Manufacturer, to and from a representative of the Manufacturer.

Removal or re-installation costs related to the Product.

Labour or other charges respecting replacement of defective parts.

A Product which has been repaired or altered without written authorization from the Manufacturer.

Equipment or accessories which are not manufactured by the Manufacturer, whether or not warranted by other manufacturers.

A Product which has not been installed in accordance with the Specifications.

A Product which not been operated or maintained in accordance with the Specifications.

Damage occurring while the Product is not in the possession of the Manufacturer.

Any owner of the Product other than the original end user of the Product.

Any incidental or consequential damages, including but not limited to pecuniary or non-pecuniary damages, whether direct or indirect, arising from any defects in material or workmanship of the Product relative to the Specifications, except as may be mandated by legislation.

Any tank removed from its original installation without notification and consent by Progressive Yard Works Ltd. to verify proper installation will void any warranty.

No oral or written information or advice given by distributors, dealers, representatives, agents or employees of the Manufacturer shall create a warranty or in any way increase the scope of this Limited Warranty. The Manufacturer does not authorize any person to extend the period of this Limited Warranty or to create or assume for it any other obligation or liability with respect to the Product.

The Manufacturer does not authorize any person to make repairs or replacements pursuant to this Limited Warranty without prior written approval from the Manufacturer. This Limited Warranty is not transferable or assignable.