

ONE YEAR LIMITED WARRANTY

WARRANTY AND WARRANTY LIMITATIONS:

Except as otherwise provided herein, Seller warrants that the Seller Goods (as defined below) are free from defects in material and workmanship under normal use for one year after the date of shipment. If Purchaser notifies Seller within such one-year period of any claimed defect in the Seller Goods, and after appropriate tests and inspection by Seller, such Seller Goods are found not to be in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, either repair or replace the defective Seller Goods.

This warranty applies only to the original purchase price and is good only when the total payment for the product has been received. This warranty is void if the item(s) are damaged by negligence, accident, or acts of God after purchase, used for other than the intended purpose, altered or used with other items that affect the integrity, performance, or safety of these items.

This warranty is further void if the Seller Goods are installed on an uneven or inadequately prepared foundation, or if any structural stress or leaks are caused by improper support or site conditions. Purchaser bears sole responsibility for ensuring proper leveling and site preparation.

Liability does not cover indirect or consequential cost, including materials lost, labor or installation/reinstallation cost, injury, property damage, or damages caused by mishandling. Manufacturer's liability for incidental or consequential damages is specifically excluded to the full extent permitted by the applicable law. The limited warranty expressed or implied applies only to the original purchaser.

Purchaser shall not return the Seller Goods to Seller, however, without Seller's prior written authorization. Any repairs made by Purchaser or any other person or entity without Seller's prior written authorization will render this warranty void. "Seller Goods" means all Goods except those Goods sold by Seller which are separately labeled and warranted by the component manufacturer, and which are hereinafter described as "Component Goods".

Seller makes no warranty:

- concerning the compliance of the Seller Goods with any local or state laws or regulations, including without limitation electrical, building, or other codes or requirements. Purchaser agrees to accept full responsibility for complying with such laws, regulations, codes, and requirements.
- against any defect or damage incurred in transit.
- concerning (and does not assume in this or any other document) any obligation or liability in connection with patent or copyright infringement suits brought against Purchaser with respect to the Seller Goods, which were designed by Purchaser.
- as to the durability and quality of, or other matter relating to, any materials used in the Seller Goods. Other than as set forth in this Section, Seller makes no warranty, express or implied, with regard to the Seller Goods.

To the fullest extent permissible under the Uniform Commercial Code as adopted in the State of Florida, all implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO REPAIRING OR REPLACING (AT SELLER'S SOLE OPTION) ANY SELLER GOODS THAT ARE PROVED TO BE DEFECTIVE, AND SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS KNOWN TO SELLER.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE PAID BY PURCHASER FOR THE SELLER GOODS.

SELLER'S WARRANTY FOR THE SELLER GOODS IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Seller makes no warranty, expressed or implied, with regard to Component Goods. Seller does, however, assign and transfer to Purchaser any and all warranties of the manufacturer with regard to Component Goods, and Purchaser's sole remedy with respect to defects in Component Goods shall be such manufacturer's warranty.

“Acts of God” shall include, but not be limited to, natural disasters, floods, hurricanes, lightning strikes, earthquakes, fires, pandemics, or other events beyond Seller’s reasonable control. Seller shall not be liable for any failure or delay in performance due to such causes.

This warranty and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law provisions. Any legal action or proceeding arising under or relating to this warranty shall be brought exclusively in the courts located in Miami-Dade, Florida.

WARRANTY CLAIM PROCEDURE

To make a warranty claim, Purchaser must contact Seller in writing within the warranty period and provide proof of purchase, description of the defect, photographs, and details regarding the installation site and usage. Claims must be submitted via email to info@fiberglassstanksolutions.com. Seller will typically respond to valid warranty claims within 14 business days.

MAINTENANCE REQUIREMENTS

This warranty is void if regular maintenance, as recommended by Seller, is not performed. This includes, but is not limited to, periodic cleaning, inspection for wear or damage, and verification of level installation.

FREIGHT DAMAGE PROCESS

All freight claims must be noted on the bill of lading at time of delivery. Damage not reported to Seller within 24 hours of receipt may not be covered or supported by Seller under this warranty.

FIELD MODIFICATION EXCLUSION

Any field modification, including drilling, cutting, sanding, or bonding of additional components not authorized in writing by Seller, shall void this warranty.

NON-TRANSFERABILITY

This warranty is non-transferable and applies only to the original purchaser of the Seller Goods.

ENVIRONMENTAL AND CHEMICAL EXPOSURE EXCLUSIONS

Seller shall not be liable for damage resulting from exposure to incompatible chemicals, UV degradation, or temperature extremes beyond product design specifications. It is the Purchaser’s responsibility to confirm application compatibility prior to use.

TOLERANCE AND COSMETIC VARIATION DISCLAIMER

Due to the nature of fiberglass manufacturing, slight color, texture, or dimensional variations may occur. These are not considered defects and are not covered under warranty.

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