



UNDERGROUND TANK WARRANTY

To:

Date:

Re:

Purchased:

Shea Concrete Products ("Seller") warrants to "Owner" that our underground tanks, if used in accordance with Shea Concrete Products Approved Installation Procedure (see attached), will be watertight, free from material defects in materials and workmanship for a period of one (1) year from date of original delivery by Shea Concrete Products. To request warranty service, all claims must be made in writing within the warranty period.

This warranty does not extend to tanks damaged due to acts outside the Sellers control or tank failures caused, in whole or in part, by misuse, improper installation, storage, servicing, maintenance, or operation in excess of their rated capacity or contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of the Seller. Shea Concrete Products only warrants repairs or alterations performed by the Seller or its authorized contractors. Shea Concrete Products does not warrant any product, components or parts manufactured by others. Seller not responsible for water tightness of riser and pipe connections. Recommended backfill and installation procedures must be followed or tank warranty is void.

Owner's sole and exclusive remedy for breach of warranty is limited at Shea Concrete Products' option to: (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 Shea Concrete Products the opportunity to observe and inspect the tank prior to removal from the ground or the claim will be barred. If Shea Concrete Products repairs or replaces a product, its warranty term is not extended.

Shea Concrete Products makes no express warranties beyond those stated in this warranty statement. No warranties whether express or implied, including, but not limited to, any particular purpose shall extend beyond the respective warranty period described above.

Shea Concrete Products shall not be responsible or liable for any special, incidental or consequential damages or loss arising from the use of this product. In no event shall Sellers' total liability hereunder exceed the original purchase price of the tank which gave rise to such liability.