

Limited Warranty

This warranty does not cover Mobile IBC's.

Provided that the conditions set forth below are satisfied, HASSCO Industries Limited, (HASSCO) warrants the new tank sold by it (the "tank") will be free from defect in material and workmanship for five (5) years following shipment of the tank to the original buyer (the "owner") from HASSCO subject to the conditions, exclusions and limitations set out below. All other product accessories and finishing are guaranteed against defects in material and workmanship for a period of five years according to the manufacturers warranty following shipment of the tank to the original buyer from HASSCO.

Conditions to Warranty effectiveness

The limited warranties set forth herein are subject to the following conditions:

1. The tank must be installed, used and maintained in line with the installation instructions in effect on the date of shipment, and any applicable governmental codes and regulations,
2. Upon discovery of a suspected tank failure or leak by the owner, the owner shall give HASSCO notice during the above warranty period of the suspected tank failure or leak and give HASSCO or its designated representative full access to the tank and the site prior to, during and after removal of the tank for purposes of inspection, repair and/or replacement.

Upon HASSCO's determination that the tank failure or leak covered by the limited Warranty, HASSCO at its sole option shall (i) Repair the tank; or (ii) replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original tank or (iii) refund the purchase price of the original tank.

Not Covered by this Warranty

HASSCO does not warrant any attachments connected with the tank not supplied by HASSCO. Under no circumstances, shall HASSCO be liable for (i) the cost of repair or replacement of any attachments to the tank; or (ii) labour costs or other installation costs for tank repair or replacement; or (iii) damage to the tank or other property resulting from the accumulation of water in the tank (including but not limited to microbial induced / influenced corrosion or MIC); (iv) damage caused by improper operating or maintenance practices, improper use, improper transport or installation, Acts of God; (v) defects in tank coatings or linings (vi) tank failure occurring more than five years following shipment of the tank to the original owner whether or not caused or contributed to by defects in materials or workmanship; (vi) parts and accessories sold by HASSCO that are not solely of its own manufacture.

There are no warranties for use of HASSCO's products other than those specified in HASSCO's published product literature or otherwise specified by HASSCO in writing. Use of HASSCO products in violation of standing regulations voids all warranties.

Limitation of Liability and Exclusion of other remedies and Damages

The above remedy of repair, replacement or refund is the sole and exclusive remedy to the owner and any subsequent owner(s) of the tank.

In no event shall HASSCO be liable for claims of personal injury or special incidental, indirect or consequential, damages, including but not limited to loss of profits, or revenue, loss of use of the tank or any associated equipment, cost of capital, cost of substitute equipment, facilities, services, downtime costs, claims of customers of the owner for such damages, or for damage to property, whether such claims shall be for breach of contract, breach of warranty, negligence or strict liability, and whether such claims arises out of or results from this limited warranty, or express or implied warranties, or from design, manufacture, sale, delivery, resale, installation, technical direction of installation inspection, repair, operation or use of tank.

Disclaimer of other Warranties

The foregoing limited warranty is the only warranty made. There are no other warranties or representations, written or oral, expressed or implied, including but not limited to, any implied or statutory warranties or conditions of merchantability, quality or fitness for a particular purpose.

By accepting and using the tank, the owner and all subsequent owners acknowledge that the above conditions, exclusions and limitations are fair and reasonable in the circumstances and that the purchase price of the tank reflects the allocation of risk set out in the above provisions.