



## TERMS AND CONDITIONS OF SALE:

These Terms and Conditions of Sale shall apply to every sale made by Enduraplas LLC, unless otherwise stated in a written document signed by Enduraplas LLC. All different or additional terms and conditions of purchase submitted to Enduraplas LLC are expressly rejected.

### DELIVERY DATES/SHIPPING REQUIREMENTS:

Unless otherwise expressly agree in a written document signed by Enduraplas LLC, (a) all dates provided for delivery are estimated, (b) Enduraplas LLC is not responsible for any fees or inconveniences incurred due to a delayed delivery, (c) Enduraplas LLC will exercise reasonable judgment in determining FOB shipping point, means of transportation and carrier selection, (d) all freight charges are the responsibility of purchaser. If purchaser requests alternative means of shipment, purchaser will be billed direct from the carrier requested and account information will be required to process the sale. All additional accessory or expedition fees will be billed direct to purchaser (i.e., liftgate fees, residential delivery fees, reconsignment, etc.). If shipping on Enduraplas LLC truck or account, Enduraplas LLC is entitled to bill for any required materials for shipping (i.e., palletization, protective wrap, etc.). If delivery is refused, liability for delivery charges and the product is purchaser's responsibility.

### CANCELLATIONS, MODIFICATIONS AND RETURNS:

All order and sale cancellations, modifications and returns must be approved in writing by Enduraplas LLC, which approval is subject to Enduraplas LLC sole discretion. Enduraplas LLC will issue a Return Goods Authorization (RGA) number for products authorized to be returned. Product returns are subject to a 15% restocking fee. Enduraplas LLC reserves the right to refuse any return upon inspection. Purchaser is responsible for all return shipping charges. Unauthorized returns or returns without an RGA issued by Enduraplas LLC will be refused at sender's expense. Neither obsolete or custom products are eligible for return.

### CONTINGENCIES:

Enduraplas LLC shall not be held liable for any delay in performance if caused by circumstances beyond reasonable control of Enduraplas LLC, such as acts of God, accidents, elements of nature, floods, fires, storms, epidemics, any acts of terrorism or war, explosions, statutory or governmental prohibitions, restrictions and/or regulations; riots, insurrection, revolution, or embargo in any country; any act or omission of purchaser or governmental authority; public failure of infrastructure or communications; unavailability of materials or labor from normal sources at reasonable prices, or due to lack performance by a third party.

### CLAIMS:

Purchaser must inspect the product thoroughly upon delivery. If product is missing or damaged it must be clearly stated on the Bill of Sale before accepting delivery of the shipment or such claims are waived. Cosmetic damages, such as minor scrapes and scuffs will not constitute damage, as it does not compromise the structural integrity of the unit or warranty. Dirty or soiled tanks do not constitute damage. Enduraplas LLC will use reasonable efforts to process claims against carriers it chooses and with which it arranges shipment. For carriers selected by purchaser, carriers not arranged by Enduraplas LLC and for Customer pickups, the signing of the packing slip at the time of pickup is acknowledging the shipment contains all of the listed products and is free damage. It is purchaser's sole responsibility to process claims with other carriers selected or designated by purchaser.

### LIMITED WARRANTY:

EXCEPT AS SET FORTH IN ANY APPLICABLE EXPRESS LIMITED WARRANTY GIVEN BY ENDURAPLAS LLC, ENDURAPLAS LLC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. ENDURAPLAS LLC DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS, DESIGN, NONINFRINGEMENT AND THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF PURCHASER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ENDURAPLAS LLC FURTHER DISCLAIMS ANY WARRANTY WITH RESPECT TO THE CONFORMANCE OF THE PRODUCTS WITH ANY REQUIREMENTS OR SPECIFICATIONS PROVIDED BY PURCHASER, UNLESS THE CONFORMANCE WITH SUCH REQUIREMENTS OR SPECIFICATIONS HAS BEEN SPECIFICALLY AGREED TO IN WRITING BY ENDURAPLAS LLC.

### INSTALLATION OF PRODUCT:

It is purchaser's responsibility to ensure the product is installed in accordance with Enduraplas LLC installation instructions. Enduraplas LLC shall not be held responsible for any claim, liability, damage, lawsuit, cost or expense due to (a) improper use and installation of product; (b) buyers failure to comply with the Term and Conditions of Sale or (c) improper selection or application of product.

### LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ENDURAPLAS LLC SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY, INDEMNITY OR OTHER CONTRACT, TORT, OR OTHERWISE, AND UNDER NO CIRCUMSTANCE SHALL ENDURAPLAS LLC'S LIABILITY OF ANY TYPE AND FOR ANY CAUSE EXCEED THE ENDURAPLAS LLC LIST PRICE FOR THE PRODUCT OR PART WHICH GIVES RISE TO A CLAIM.

### GOVERNING LAW, JURY AND CLASS ACTION WAIVER:

The sale transaction will be governed by the laws of the State of Minnesota, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. Purchaser agrees that any disputes regarding matters relating to the products will be resolved exclusively in the State of Minnesota and purchaser consents to such jurisdiction. RIGHTS TO A JURY TRIAL, CLASS ACTION AND CONSOLIDATED DISPUTE RESOLUTION PROCEEDINGS ARE WAIVED TO THE EXTENT PERMITTED BY LAW.



## RECEIVING AND UNLOADING INSTRUCTIONS

- Examine the product for any shipping damages. Remove any shrink wrap and inspect the unit for accuracy and damage before signing the Bill of Lading. If damage has occurred or pieces are missing, this **MUST** be noted on the Bill of Lading (or packing list upon pick-up from Enduraplas).
- Confirm that the product listed on the packing slip matches what is being delivered.
- **NEVER** drop a tank off a truck onto the ground. Use the unloading instructions provided below.
- Use necessary equipment to safely offload.

## ADDITIONAL SPRAYER UNLOADING INSTRUCTIONS

- All spray equipment will come palletized, crated or boxed. Product should be moved with protected or rounded forklift extensions, a handling cart/pallet jack or hand carried.

## ADDITIONAL TANK UNLOADING INSTRUCTIONS

### SMALL VERTICAL TANKS

- All small vertical tanks will come palletized except in truckload orders. Product should be moved with protected or rounded forklift extensions, a handling cart/pallet jack or hand carried.

### LARGE VERTICAL TANKS

- The eyelets, or lifting lugs, were implemented to our product design specifically for unloading and moving the tanks. Use all available eyelets on the tank. You are also free to use protected or rounded forklift extensions to move the tanks in the horizontal position. It is recommended you use the eyelets to stand the tank vertically.

### HORIZONTAL TANKS

- The eyelets, or lifting lugs, were implemented to our product design specifically for unloading and moving the tanks. Use all available eyelets on the tank. You also may use protected or rounded forklift extensions, handling cart/pallet jack or hand carry to move the tanks

### CONICAL BOTTOM TANKS

- The eyelets, or lifting lugs, were implemented to our product design specifically for unloading and moving the tanks. Please be sure to use all available eyelets on the tank. You are also free to use protected or rounded forklift extensions to move the tanks in the Horizontal position. It is recommended you use the eyelets to stand the tank vertically.
- Conical bottom tanks **MUST** be stored horizontally or in an Enduraplas LLC approved stand for storage

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## TANK INSTALLATION INSTRUCTIONS:

### PRE-INSTALLATION INFORMATION:

- All Enduraplas LLC tanks are designed for atmospheric pressure ratings. Pressure or vacuum applications will cause the tank to fail and will void the Limited Warranty.
- All Enduraplas LLC tanks are designed for operating temperatures that will not exceed 100°F
- It is recommended that the End User water test the unit before use
- All Enduraplas LLC tanks are subject to a standard Rotationally Molding Tolerance of +/-3%

### TANK FOUNDATION:

All tank bases must be minimum 6" in depth and extend 18" past the edge of the tank. This base must be thoroughly compacted and be exactly level and flat in all directions under the tank or stand. Sufficient drainage is required to prevent erosion of the base. Flat bottom tanks must have a base consisting of concrete, smooth compacted road base or similar material. Base must be free of rocks, stones, or any sharp object and foreign matter that may damage the base of the tank. Cone Bottom Tanks must be supported using an Enduraplas LLC approved stand. All stands must be installed on and secured to a reinforced concrete base.

### PLUMBING:

Enduraplas LLC requires installing our tanks with at least 12" of flexible piping attached directly to the drain fitting of the tank. If any plumbing components attached to the tank are not supported externally, it could prevent the rigid sidewall from expanding and contracting, as it will do under normal operating circumstances. Any hindrance to the natural expansion and contraction of the tank will void the warranty.



## ENDURAPLAS LIMITED WARRANTY:

1. Poly Tank Limited Warranty - Subject to other terms in this Limited Warranty, Manufacturer warrants to the original end user that Manufacturer poly tanks will be free from material defects caused during the manufacturing process for a period of 5 years from the Purchase Date provided such warranty solely to the original end user shall be extended to 10 years from the Purchase Date if the original end user registers the Tank with Manufacturer within 30 days of the Purchase Date. To register the Limited Warranty, registration must be completed in accordance with the requirements set forth at [enduraplaswarranty.com](http://enduraplaswarranty.com).

Limited Warranty for Non-Poly Tanks (including sprayers and refueling units) - Subject to other terms in this Limited Warranty, Manufacturer warrants to the original end user that that non-poly tanks, products and other parts manufactured by Manufacturer will be free from material defects caused during the manufacturing process for a period of 1 year from the Purchase Date unless otherwise expressly stated in writing by Manufacturer that an extended warranty applies. However, no warranty is provided with respect to the installation of outside components, unless previously authorized in writing by Manufacturer.

### 2. Other Warranties Disclaimed and Excluded

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE LIMITED WARRANTY HEREIN STATED, AND MANUFACTURER EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, INFRINGEMENT, CUSTOM OR USAGE OF TRADE, AND COURSE OF DEALING. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF MANUFACTURER HAS AUTHORITY TO BIND MANUFACTURER TO ANY REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS LIMITED WARRANTY.

3. Limitation of Liability under the Limited Warranty - In addition to those warranties disclaimed and excluded in clause 2 above, Manufacturer expressly further limits its warranty and liability under the Limited Warranty as set forth below in this clause.

3.1 The liability of Manufacturer under this Limited Warranty is excluded to the extent that any defect has been caused or contributed to by:

- a) any accident, contamination, tampering, willful damage, abuse, modification, improper storage, improper use (including but without limitation the storage of material) or negligent act of, or omission by, any person other than Manufacturer;
- b) the improper installation of the Goods, or deterioration of the base on which any of the Goods rest or are mounted to;
- c) any damage to the Goods caused by storm, wash away, landslide, mudslide, lightning, or any other natural phenomenon, vermin or other pests, and any undermining of the base of the Tank through any cause whatsoever;
- d) the repositioning of the Goods from their original installation;
- e) weathering or degradation of the Goods due to extreme climatic conditions;
- f) improper installation of extra fittings;
- g) any staining or discoloration, including from trees or ash fall-out from fires or other causes;
- h) a Tank not being placed on a base that is free of any protruding objects of any kind;
- i) a Tank being used for any purpose other than the storage of suitable liquids at the ambient temperatures.

3.2 Without limiting the generality of clause 3.1:

- a) Manufacturer will not be liable for any personal injury, property damage, indirect or incidental damages, consequential losses, loss of liquids, loss of profit or any like claims whatsoever arising from any use of, or incidental to, or repairs to any of the Goods by a party other than Manufacturer;
- b) to the extent that any component or material (including, but without limitation the polyethylene) used in the manufacture of any of the Goods is supplied and/or manufactured by a third party, the liability of Manufacturer is limited to Manufacturer's right of redress (if any) against the third-party supplier/manufacturer;
- c) Tanks feature a vented lid at the time of manufacture. Any subsequent pressurization of the Tank by removing the vent, sealing the vent, or otherwise will cause this Limited Warranty as to such Tank to be null and void.
- (d) Manufacturer produced outside tanks components (e.g., tank fittings, attachments accessory parts) are covered by the Limited Warranty only if installed by or preauthorized in writing by Manufacturer.

3.3 The liability of Manufacturer under this Limited Warranty is limited to, at Manufacturer's discretion,

- a) providing a replacement Good at a cost calculated on a pro-rated basis at a sum equal to the current price paid by the original end user divided by 10 years, multiplied by each year since Purchase Date;
  - b) providing a refund of the price paid by the original end user divided by 10 years, multiplied by each year since Purchase Date; or
  - c) repairing the Good at no cost.
- Goods the subject of a warranty claim, at Manufacturer's option, must be returned FOB Manufacturer. Manufacturer will pay for return of replacement or repaired Goods if applicable.

4. Claim Submission / Proof of Purchase - To submit a Limited Warranty claim, contact Manufacturer at: [customercare@enduraplas.com](mailto:customercare@enduraplas.com). The original invoice or other similar proof of purchase of the applicable product or part must be provided by original end user to Manufacturer when making a claim under this Limited Warranty. Warranty claims must be received in writing by Manufacturer within the Limited Warranty period. If you have questions about this Limited Warranty, contact Manufacturer at: [customercare@enduraplas.com](mailto:customercare@enduraplas.com).

5. Nontransferable – The Limited Warranty is given solely to the original end user and is nontransferable.

6. Definitions - For this Limited Warranty the following definitions apply:

- a) Good(s) mean Tanks and/or other products, or parts manufactured by Enduraplas LLC.
- b) Manufacturer means Enduraplas LLC.
- c) Purchase Date means the date upon which the applicable goods were purchased by the original end user.
- d) Purchase Price means the actual price paid for the Tank by the original end user purchaser.
- e) Tank means the storage Tank manufactured by Manufacturer and purchased by the original end user Purchaser being the subject matter of this Limited Warranty.

7. State Law - Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to certain parties. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to certain parties. This Limited Warranty gives specific legal rights and other rights, which vary from state to state, may also apply.

8. Governing Law-This Limited Warranty will be governed by the laws of the State of Minnesota, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. Any disputes regarding matters relating to the Goods will be resolved exclusively in the State of Minnesota and all parties consent to such jurisdiction. RIGHTS TO A JURY TRIAL, CLASS ACTION AND CONSOLIDATED DISPUTE RESOLUTION PROCEEDINGS ARE WAIVED TO THE EXTENT PERMITTED BY LAW.