

# FRASER WAY PRE-KAST LTD.

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## *10 Year Conditional Warranty of Precast Concrete Tanks*

*Fraser Way Pre-Kast Ltd. (to be referred to as the "Supplier") tanks are warranted against any defects in the materials and workmanship, and will perform according to our specification provided the installation is proved to be satisfactory to the supplier.*

*In the event that a tank proves defective, during the first year, it will be replaced free of charge (F.O.B our yard) to the Original Owner or repaired upon Supplier's option. The second year, the cost to the Original Owner will be 10% of the cost under the same terms as above. For each additional year the cost to the Original Owner will increase by an additional 10% until the 10 year lifetime for the tank has been reached.*

*Permission to replace, alter, or repair must first be obtained from the supplier. Labour costs, transportation or any other extraneous costs will not be allowed.*

*This warranty is limited to the Original Owner and the original installation and is valid for a period of 10 years from date of original installation.*

*The Supplier does not assume liability for a tank damaged or made defective because of improper installation, improper usage, negligence, or for a tank damaged by any other cause. Furthermore, the supplier also assumes no liability for any consequential damage to persons, property, or the environment due to discharge from a tank. We do not assume, nor do we authorize any other person to assume for us, any other responsibility to this purchase.*

*The term "Original Owner", as used in this warranty is understood to mean the person who originally requested the installation of the tank on their property and the term "Original Installation" shall mean the first installation of such tank on such property.*