



Effective as of January 1, 2024

1. General; Warranty Obligations. United Plastic Fabricating, Inc. (the "Company") warrants to the owner (the "Owner") that the products set forth on Exhibit A, attached hereto (the "Product") will be reasonably free from defects in materials and workmanship for a period of five (5) years from the date of delivery. Subject to the exclusions and limitations set forth in this Limited Warranty (the "Warranty"), Company will, at its option, repair or offer a one (1) time replacement of the Product without charge, if the Product fails during the warranty period due to a manufacturing defect or a defect in materials. Repair or replacement shall include reasonable labor charges necessary to repair the Product but shall not include: (a) the costs to provide access to the Product; (b) travel costs, or; (c) shipping costs. Any repaired Product shall remain subject to this Warranty and any repair shall not extend the warranty period in any manner or start a new warranty period. Any Product that is replaced by Company shall be excluded from this Warranty. In no event shall Company be required to expend, in any one (1) or series of expenditures, more than the purchase price of the Product to repair or replace a defective Product. Amounts expended by Company shall include all amounts paid by Company in connection the repair or replacement of the Product, including without limitation, amounts paid to third-parties, material costs, incidental costs and travel costs.

2. Product Access. Company reserves the right to require, as a condition to undertaking any repair or replacement, assurances and arraignments concerning access to the Product. In the event Company or Company's agents are dispatched to repair or replace a defective Product and the Product is not readily accessible, for any reason, Company or Company's agents, as the case may be, shall be immediately reimbursed for all expenses incurred therewith and Company shall have no further obligations under this Warranty.

3. Exclusions. This Warranty does not cover defects caused by: (a) modification, alteration or repair of the Product by any unauthorized third-party; (b) misuse, including, without limitation, improper storage or handling of the Product, chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold); (c) damage not resulting from manufacturing defects that occur while the Product is not in Company's possession (e.g. accidents); (e) errors in the Product specifications provided by Owner; or (f) unreasonable or unintended use of the Product. The Product is manufactured by Company in accordance with, and in reliance upon, designs produced and supplied exclusively by Owner. Company does not warrant or represent that the performance of the Product will meet any standard, tolerance, requirement, specification or similar performance criteria. Failure of the Product meet any such standard, tolerance, requirement, specification or similar performance criteria shall be at Owner's sole risk. Owner agrees to indemnify, defend and hold harmless Company from and against any and all claims, costs (including reasonable attorney's fees), losses, expenses, liabilities, penalties or other damages, by reason of or otherwise arising out of the Product designs.

4. Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE MANUFACTURED IN RELIANCE UPON THE SPECIFICATIONS PROVIDED BY OWNER. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S

SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCT, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS, SUBSTANCES OR MATERIALS.

5. Limitation of Liability. NO CLAIM BY OWNER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, USE OR LOSS OF USE OF THE PRODUCT, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

6. Reformation. If any term or provision of this Warranty shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied in any case or in any jurisdiction or jurisdictions because of the conflicting nature of any provision with any constitution or statute or rule of public policy or for any other reason, then: (a) such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy; and (b) any such invalid, inoperative, illegal or unenforceable provision shall be reformed and construed in any such jurisdiction

or case so that such provision would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or case.

7. Headings. The headings contained herein are for convenience and reference only, and shall be given no effect in the interpretation of any term or condition of this Warranty.

8. Submitting a Warranty Claim. To request coverage under this Warranty you must submit a claim through Company's website <https://customplasticfabrications.com/contact/product-support/>).

9. Transferability. This Warranty is transferable and entitles the transferee to coverage for the remainder of the original warranty period. Any transferee shall be deemed to be the Owner for all purposes under this Warranty.

10. Modification. This Warranty may only be modified (a) as set forth on a binding sales order for the Product or (b) by a written agreement between Company and Owner.

**Exhibit A**

Brine Tanks  
Jetter Tanks