

LIMITED WARRANTY

Grease Interceptor Tanks

Xerxes Corporation ("Xerxes") warrants to owner ("Owner") that our grease interceptor tanks and wet wells, if installed, used and maintained in the United States or Canada in accordance with Xerxes' published specifications, installation instructions and operating guidelines, applicable supplemental materials, all applicable laws and regulations, and limited to the collection and storage of fats, oils and grease (FOG) defined as either liquids or solids composed of fats, oils or grease from vegetable or animal sources, at temperatures not to exceed 140° F (60° C).

- 1) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to natural external corrosion.
- 2) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to internal corrosion, provided the tank is used solely to store FOG.
- 3) Will not fail for a period of thirty (30) years from date of original delivery by Xerxes due to structural failure (defined as spontaneous breaking or collapse caused by material defects in materials or workmanship).
- 4) Will meet Xerxes' published specifications and will be free of material defects in materials and workmanship for a period of one (1) year following the date of original delivery by Xerxes.

Xerxes warrants to Owner that all Xerxes-manufactured tank accessories, if installed, used and maintained in Xerxes' published specifications, installation instructions and operating guidelines, applicable supplemental materials, and all applicable laws and regulations, will be free of material defects in materials and workmanship for a period of one (1) year following the date of original delivery by Xerxes.

If any tank, wet well or accessory is to be removed from an installation, moved and reinstalled at Owner's new location and is intended for active service at the new location, the tank, wet well and accessories must be recertified by Xerxes to continue the balance of the limited warranty as originally extended.

The foregoing limited warranty does not extend to tanks, wet wells or accessories (individually and collectively "Goods") damaged due to acts of God, war, terrorism, or failure of Goods caused, in whole or in part, by misuse, unlawful use, improper installation, storage, servicing or 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 Xerxes. Xerxes only warrants repairs or alterations performed by Xerxes or its authorized contractors performing work authorized in advance, in writing, by Xerxes. Xerxes does not warrant any product, components or parts manufactured by others. All consumable components including but not limited to o-rings and gaskets are excluded from this limited warranty.

Owner's sole and exclusive remedy for breach of warranty is limited at Xerxes' option to: (a) repair of the defective tank, wet well or accessory, (b) delivery of a replacement tank, wet well or accessory to the point of original delivery, or (c) refund of the original purchase price. No warranty claim will be considered without removing the tank, wet well and any accessory from the ground, or their aboveground installation, if Xerxes deems it necessary to evaluate a warranty claim. In the event of a breach of warranty claim, a claimant must give Xerxes the opportunity to observe and inspect an underground installation prior to the removal of any backfill below the tank and wet well top, and prior to the removal of the tank, wet well and any accessory from the ground, or from their aboveground installation, or the claim will be forever barred. All claims must be made in writing within one (1) year after tank, wet well or accessory failure or be forever barred. ALL RIGHTS, OBLIGATIONS AND CLAIMS UNDER THIS LIMITED WARRANTY SHALL BE EXCLUSIVELY MADE AND DETERMINED IN THE COURTS OF, AND GOVERNED BY THE LAWS OF, THE STATE OF MINNESOTA, U.S.A., EXCLUDING ITS CONFLICT OF LAW PRINCIPLES.

THE FOREGOING WARRANTY CONSTITUTES XERXES' EXCLUSIVE OBLIGATION AND XERXES MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY XERXES OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THE SELLER (XERXES) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. THE SELLER (XERXES) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (OWNER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF XERXES. XERXES SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. XERXES SHALL HAVE NO LIABILITY FOR COSTS OF INSTALLATION OR REMOVAL OF GOODS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL XERXES' TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS WHICH GAVE RISE TO SUCH LIABILITY.

Consumer Notice: This warranty gives you (Owner) specific legal rights. You (Owner) may also have other rights which vary from state to state.

Xerxes® is a trademark of Xerxes Corporation

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