

AT&S Limited Partnership Residential Standard Tank - USA

UL-80

3-Year Limited Warranty Certificate

Effective on tanks manufactured after February 1, 2023

SAVE THIS CERTIFICATE. It gives you specific legal rights, and you may also have other rights that may vary from state to state. This Limited Warranty is issued by AT&S (hereinafter "AT&S"). Fill in the installation date and model and serial numbers of the tank in the space provided below and retain this Limited Warranty for your files.

GENERAL TERMS

SUMMARY: Subject to the conditions and limitations stated here in, AT&S residential standard fuel oil tanks are Warranted against defects in material and workmanship for three (3) years following date of installation. In cases of top-draw installation, this warranty is limited one (1) year.

Once purchased, the tank is the property of the individual homeowner(s) and it is their responsibility to maintain and inspect the tank on a regular basis or subscribe to a regular scheduled inspection and maintenance program through a licensed oil heating contractor. Tank contents must be checked annually for water or possible corrosive substance that could be present and have them removed immediately.

This Limited Warranty applies to the original purchaser and subsequent transferees, but only while the tank remains at the site of the original installation and only if the tank is installed installed inside the continental United States or Alaska. This Limited Warranty applies only if the tank is installed by an installer whose competence is recognized by local authorities having jurisdiction; operated in accordance with instructions available on the website www.ats-tank.com/ul-80-tanks/; and operated in compliance with all applicable installation and building codes and good trade practices. This Limited Warranty applies only if the tank is used to store heating oil, and no other substances are introduced into the tank. As used in this Limited Warranty, "installation" means the original installation of the tank.

During the first three (3) years after installation (or one (1) year after installation in cases of top-draw installation), AT&S will provide a replacement tank of similar size and configuration if your tank is defective in materials or workmanship. All replacement tanks will be warranted for the remaining portion of the warranty period on the original tank. The dealer or qualified service technician must return the defective tank to a distributor that sells AT&S tanks and exchange it for a replacement tank.

In lieu of providing a replacement tank, AT&S may, at its sole option, refund to you an amount equal to the distributor's purchase price from AT&S or provide to you a credit equal to that amount to be applied toward the purchase of any new tank that AT&S manufactures. To obtain a replacement tank, repair or refund amount, an authorized AT&S wholesale distributor, dealer or qualified service technician must receive from AT&S written prior authorization.

Any labor, material, freight and/or handling charges associated with any repair or replacement pursuant to this Limited Warranty is not covered by this Limited Warranty and will be your (homeowner's) responsibility.

In establishing the date of installation for any purpose, including determination of the starting date for the term of this Limited Warranty, proof of the original installation date must be presented (you must retain the original records that can establish the installation date of your tank), otherwise the effective date will be based upon the date of tank manufacture, plus thirty (30) days.

AT&S is not responsible for the following categories of damages. Rather, the homeowner, is solely responsible for the following:

- 1. Damages caused by accident, abuse, negligence, misuse, riot, fire, flood, or Acts of God.
- Damages caused by operating the tank where corrosive elements have been introduced and allowed to reside inside the tank such as: water, chlorine, fluorine, or any other damaging chemicals (other than those found in a normal residential environment).
- 3. Damages caused by an unauthorized alteration or repair of the tank affecting its stability or performance.
- 4. Damages caused by improper matching or application of the tank or the tank's components.
- 5. Damages caused by failing to provide proper maintenance to the tank any expenses incurred for erecting, disconnecting, or dismantling the tank.
- 6. Parts or supplies used in connection with service or maintenance.
- 7. Damage, repairs, in operation or inefficiency resulting from faulty installation or application.
- 8. Damages resulting from transfer of oil from previous oil tank into this tank. This will also void all warranties.

This Warranty will be void and the equipment will have no implied or actual value if:

- 1. The installation does not conform to construction industry standards, all applicable local, state and federal codes, and industry requirements for proper and safe operation of the equipment.
- 2. The tank integrity is compromised by a failure of other components within the associated system installation.
- 3. The tank is installed in a manner inconsistent with the manufacturer's understood purpose of usage.
- 4. Corrosive materials/products are utilized in the installation of the tank.
- 5. The tank connected system pressure exceeds the designed manufacture's specified limits of static and dynamic operation.
- 6. There is damage caused by faulty/poor transport, extended storage, improper storage, or other factors that could degrade the condition and ratings of the product.

In no event shall AT&S be liable for any incidental, consequential, or special damages or expenses in connection with any use or failure of this tank. AT&S makes no other condition or warranty, express or implied, and specifically disclaims all statutory implied warranties or conditions, including merchantability and fitness for a purpose, to the greatest extent allowed by law. Some states and local jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitations on how long an implied warranty or condition lasts, so the above limitations or exclusions may not apply to you. Refer to your state or local jurisdiction for specific laws or exclusions that may/or may not apply. The provisions of this Limited Warranty are in addition to and not a modification of or subtraction from any statutory warranties and other rights and remedies provided by law.

Model No. _____

Serial No. _____

Date Installed

Proof of First Fill Delivery_____

AT&S, 98 Rue des Industries, Cowansville, QC J2K 0A1, (450) 378-2334. Visit our web site at: http://www.ats-tank.com/