



forgeweld

LEADERS IN STEEL TANK MANUFACTURE SINCE 1963

Forgeweld Engineering (Pty) Ltd.

Directors G.M van der Krol, J.E. Buys

Reg No. 1994/006702/07

Email info@forgeweld.com

Website www.forgeweld.com

Composite Bonded UST Limited Warranty Agreement

Each steel storage tank designed, for underground storage purposes, bearing the trademark label and serial number, is warranted by Forgeweld Engineering (Pty) Ltd. against non-corrosion failure due to defective materials and workmanship, for a period of (18) eighteen months after date of delivery of the tank to the purchaser and/or (12) twelve months from date of installation, whichever comes first, by Forgeweld Engineering (Pty) Ltd. against leaks due to structural failure which shall be defined as cracking, breaking, or collapse, as well as internal perforations as long as the product stored in the tank is not corrosive to steel, for the life of the warranty period stated by the manufacturer.

Each such limited warranty is subject to the following conditions:

1. The tank was installed and maintained in accordance with the applicable local specifications and installation instructions, any subsequent maintenance procedures of which the owner has written notice and any applicable government codes and regulations.
2. The obligation of the warrantor under this warranty is limited to repairs of the original tank or supply of a replacement tank of approximately the same size, design, quality of material, and workmanship as the original tank, at the option of the warrantor.

Each such tank, as described above, is warranted against failure due to exterior corrosion caused by reaction of the tank with its soil environment, for a period of ten (10) years from date of delivery of the tank to the purchaser.

Each such limited warranty is subject to the following conditions:

1. Electrical conductivity of soil environment at the installation site must not be less than 200 ohm/cm resistivity. Any such tank installed with zinc anodes shall not be subject to the conditions contained in this paragraph.
2. Non-conductive bushing or flanges, if furnished in the tank openings, must be used for all connections of the piping system to the tank.
3. The obligation of the warrantor under this warranty is limited to the delivery to the same installation site of a replacement tank of approximately the same size, design, quality of material and workmanship of the original tank.
4. Any Forgeweld Engineering (Pty) Ltd. tank installed with zinc anodes must be monitored in accordance with specifications relating to such tanks.



Steel Tank Institute
of America member



South African Bureau
of Standards certified



ISO 9001
compliant

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Each limited warranty, relating to both structural strength and exterior corrosion, shall be subject to the following conditions:

1. The tank must be installed in accordance with SANS 10089-3, installation instructions and prevailing state or local codes. This limited warranty applied to the original installation only.
2. In the event of tank failure or leak covered by this limited warranty, the purchaser must promptly inform Forgeweld Engineering (Pty) Ltd. to inspect the tank site prior to or during excavation of the tank after it is excavated. The purchaser shall confirm to Forgeweld Engineering (Pty) Ltd. such notice in writing.
3. The warrantors shall not be liable for labour or other installation costs of any replacement tank furnished in accordance with the terms of this limited warranty.
4. The warrantor shall not be liable for failure of the piping system connected with any stock, nor for consequential damages to person or property resulting from, or attributed to, the failure of any tank or the connecting piping system, regardless of cause or failure.
5. Tank failures caused in whole or in part, by the tank owners' failure to adhere to proper tank maintenance procedures.
6. Tank failures caused in whole or in part by the tank owners' failure to follow applicable statutes, codes, ordinances, and regulations regarding tank maintenance.
7. Damage caused by improper operating practices
8. Cost of repair or replacement of internal linings or external coatings.
9. The Forgeweld Engineering (Pty) Ltd. limited warranty is the only limited warranty made. No other warranty of any kind expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose which exceeds the above-mentioned obligations are hereby disclaimed by the warrantor and excluded from this agreement of limited warranty.

Limitation of Liability and Exclusion of Other Remedies and Damages

The foregoing remedy of repair, replacement or refund shall constitute the sole and exclusive remedy to the Owner. Under no circumstances, shall the liability of the Warrantor, or its affiliates or subsidiaries, under this warranty, exceed the purchase price of the tank.

THE FOREGOING LIMITED WARRANTY CONSTITUTES THE EXTENT OF WARRANTOR'S OBLIGATIONS HEREUNDER. IN NO EVENT SHALL THIS WARRANTY CREATE ANY LIABILITY ON THE PART OF THE WARRANTOR, OR ITS AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR CLAIMS OF PERSONAL INJURY OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE TANK OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COST, CLAIMS OF CUSTOMERS OF THE OWNER FOR SUCH DAMAGES, OR FOR DAMAGE TO PROPERTY, WHETHER SUCH CLAIM SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THIS LIMITED WARRANTY, OR EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF THE TANK.

Revision 4 of 2021



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Composite Bonded UST by Forgeweld Engineering

Limited Warranty

Customer Name:

Site Name:

Product Description:

Product Identification Number:

Date of Shipment:

Date of Installation:

To be completed and returned within 30 days of installation OR 90 days of collection/ delivery



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