



INFILTRATOR SYSTEMS, INC. STANDARD LIMITED WARRANTY

(a) This limited warranty is extended to the end user of an Infiltrator Tank. A Tank manufactured by Infiltrator, when installed and operated in accordance with Infiltrator's installation instructions and local regulation by a licensed installer, is warranted to you: (i) against defective materials and workmanship for five (5) years after installation. Infiltrator will, at its option, (i) repair the defective product or (ii) replace the defective materials. Infiltrator's liability specifically excludes the cost of removal and/or installation of the Tank.

(b) In order to exercise its warranty rights, you must notify Infiltrator in writing at its corporate headquarters in Old Saybrook, Connecticut within fifteen (15) days of the alleged defect.

(c) YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE SPECIFIED IN SUBPARAGRAPH (a) ABOVE. INFILTRATOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

(d) THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY INFILTRATOR AND SUPERSEDES ANY PRIOR, CONTRARY, ADDITIONAL, OR SUBSEQUENT REPRESENTATIONS, WHETHER ORAL OR WRITTEN. INFILTRATOR DISCLAIMS AND EXCLUDES TO THE GREATEST EXTENT ALLOWED BY LAW ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FINESSE FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO PERSON (INCLUDING ANY EMPLOYEE, AGENT, DEALER, OR REPRESENTATIVE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THIS PRODUCT, EXCEPT TO REFER YOU TO THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE, BUT ONLY A WARRANTY TO REPAIR OR REPLACE.

(e) YOU MAY ASSIGN THIS LIMITED WARRANTY TO A SUBSEQUENT PURCHASER OF YOUR HOME.

(F) NO REPRESENTATIVE OF INFILTRATOR HAS THE AUTHORITY TO CHANGE THIS LIMITED WARRANTY IN ANY MANNER WHATSOEVER, OR TO EXTEND THIS LIMITED WARRANTY.

CONDITIONS AND EXCLUSIONS

There are certain conditions or applications over which Infiltrator has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Infiltrator and are NOT covered under this warranty. They include failure to install the Tank in accordance with instructions or applicable regulatory requirements or guidance, altering the Tank contrary to the installation instructions and disposing of chemicals or other materials contrary to normal tank usage.

The above represents the Standard Limited Warranty offered by Infiltrator. A limited number of states and counties have different warranty requirements. Any purchaser of a Tank should contact Infiltrator's corporate headquarters in Old Saybrook, Connecticut, prior to such purchase to obtain a copy of the applicable warranty, and should carefully read that warranty prior to the purchase of a Tank.

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