FUEL TANK WARRANTY (US AND CANADA)

LIMITED WARRANTY,
DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF DAMAGES
UNDERGROUND FUEL STORAGE TANKS
(US and Canada)

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO EITHER THE SOUTH CAROLINA UNIFORM ARBITRATION ACT OR THE FEDERAL ARBITRATION ACT (UNITED STATES), AS APPLICABLE

Nationwide Tanks, by Hess Services Inc. ("**NTbHS**") provides this standard limited warranty (the "**Limited Warranty**") to the original retail purchaser ("**Owner**") of its underground fuel storage tank (the "**Tank**") and/or Tank components, parts or accessories manufactured by NTbHS, if any ("**NTbHS Components**"), on the following terms:

1. LIMITED WARRANTIES. Each of the following is subject to the exclusions and conditions set forth in this Limited Warranty.

(a) ***External Corrosion Limited*** Warranty. NTbHS warrants that the Tank will not fail due to natural external corrosion for a period of thirty (30) years from the date the Tank is originally delivered to Owner (the "Tank Delivery Date").
(b) ***Internal Corrosion Limited Warranty***. NTbHS warrants that the Tank will not fail due to internal corrosion for a period of thirty (30) years from the Tank Delivery Date.
(c) ***Structural Failure Limited Warranty***. NTbHS warrants that the Tank will not fail due to structural failure (defined as spontaneous breaking or collapse caused by material defects in manufacturing materials or workmanship) for a period of thirty (30) years from the Tank Delivery Date.
(d) ***NTbHS Components Limited Warranty***. NTbHS warrants NTbHS Components against material defects in manufacturing materials and workmanship for a period of one (1) year from the date of original delivery by NTbHS.

2. EXCLUSIONS. The limited warranties in Section 1 above shall not apply in connection with any of the following:

(a) failure to complete any of the Required Owner Actions listed in Section 3(b) herein in the timeframe listed therein;
(b) use of the Tank to store anything other than the following listed in ANSI/CAN/UL/ULC 1316:2018 at the specified temperatures (the "**Approved Fluids**") and any damages, failures or alterations caused or contributed to by such use:
(c) i. gasoline, jet fuels, aviation fuels, motor oils, kerosene or diesel motor fuel, at ambient temperatures;
ii. gasoline and ethanol or methanol motor fuels with blend of up to 100% ethanol or 100% methanol (per ASTM fuel standards), at ambient temperatures;
iii. biodiesel fuel blends up to 100% biodiesel (B100 per ASTM fuel standards), at ambient temperatures;
iv. oxygenated motor fuels with up to 20%, by volume, of methyl tertiary butyl ether (MTBE), ethyl tertiary butyl ether (ETBE), di-isopropyl ether (DIPE), tertiary butyl alcohol (TBA), tertiary amyl methyl ether (TAME) or tertiary amyl ethyl ether (TAEE), at ambient temperatures; or
v. diesel fuel oils for oil burning equipment, at temperatures not to exceed 150°F or 65°C;
(d) any products, components, parts or accessories not manufactured by NTbHS, including without limitation Third-Party Products (as defined in Section 3(f) and any consumable parts such as gaskets and O-rings;
(e) removal of the Tank or any accessories from the original installation site and reinstallation at a new location without prior NTbHS inspection of such removal and reinstallation and NTbHS recertification of the Tank and accessories, or any failure to take steps reasonably requested by NTbHS in connection with the same;
(f) normal wear and tear, abuse (whether chemical, accidental or deliberate), abnormal or unlawful use, neglect or alteration; and/or
(g) damages, failures or alterations caused or contributed to by any of the following:
i. loading, unloading, storage, installation, operation, repair or maintenance in a location outside of the United States or Canada or in a manner not strictly in accordance with all applicable federal, provincial, state and local laws, codes, rules and regulations and all NTbHS instructions (including without limitation the Installation Manual (as defined in Section 3(a)), guidelines (including without limitation operating guidelines) and specifications provided or made available to Owner;
ii. failure in whole or in part of any Third-Party Products (specifically including without limitation alarms and sensors) for any reason, including without limitation lack of servicing, maintenance or inspection;
iii. loads or use in excess of that supported pursuant to the applicable American Association of State Highway Transportation Officials (AASHTO) traffic load rating standard (as amended, supplemented or replaced from time to time) specified in the Installation Manual given the depth of burial and type of cover used (for the avoidance of doubt and without limiting the foregoing, Tanks are manufactured for AASHTO HS20 traffic loads and support such loads and use so long as the burial depth and cover requirements for such traffic specified in the Installation Manual are strictly followed; if they are not, such loads or use would void this Limited Warranty (e.g., traffic over a Tank installed with burial depth and cover specified in the Installation Manual for non-traffic or AASHTO Airport Rated traffic over a Tank installed with burial depth and cover requirements specified in the Installation Manual for HS20 traffic);
iv. war, terrorism or acts of God or hazards of nature, including without limitation earthquake, ground movement, storm, high wind, fire or flood;
v. excessive hydrostatic pressure, inadequate site drainage, ground water, underground springs or underground obstructions;
vi. operation in excess of the Tank or NTbHS Component's rated capacity or contrary to its recommended use;
vii. misuse, servicing or lack thereof, or maintenance or lack thereof of the Tank, any NTbHS Component or any Third-Party Product; or
viii. loading, transporting, unloading, installation, repairs, alterations, modifications or any other work undertaken by Owner or a third party.

(h) **OTHER CONDITIONS**. The following shall apply in connection with the Limited Warranty:

(a) ***Installing Contractor; Installation***. IT IS THE SOLE RESPONSIBILITY OF OWNER TO CONFIRM THE STANDING OF THE TANK INSTALLER (THE "**INSTALLING CONTRACTOR**") AND TO TAKE ALL STEPS NECESSARY TO VERIFY THAT THE INSTALLING CONTRACTOR IS QUALIFIED, LICENSED AND INSURED AND IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, PROVINCIAL AND STATE REQUIREMENTS. INSTALLING CONTRACTORS, INCLUDING THOSE THAT ARE NTbHS DISTRIBUTORS, ARE INDEPENDENTLY OWNED AND OPERATED THIRD-PARTY BUSINESSES AND ARE NOT OWNERS OR AGENTS (IN FACT OR LAW) OF NTbHS. NEITHER NTbHS NOR ITS AFFILIATES SHALL BE RESPONSIBLE OR LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLING CONTRACTORS, INCLUDING THOSE THAT ARE NTbHS DISTRIBUTORS, OR ANY DAMAGES RESULTING FROM THOSE ACTS OR OMISSIONS. Owner should conduct, or cause Owner's authorized representative to conduct, independent due diligence sufficient to confirm that the Installing Contractor is reputable and experienced, including without limitation by contacting the applicable state or provincial agency in the state or province where the Tank will be installed for guidance in this regard and to determine applicable licensing, certification and other requirements. In addition, Owner shall take, or cause Owner's authorized representative to take, the following actions in connection with installation of the Tank (the "**Installation Actions**"):
i. provide the Installing Contractor with a copy of the then-current NTbHS tank installation and handling manual (the "**Installation Manual**") and the then-current NTbHS tank installation checklist form included therein (the "**Installation Checklist**");
ii. ensure the Tank is installed in strict accordance with the Installation Manual and the Installation Checklist, as well as all applicable federal, provincial, state and local laws, codes, rules and regulations and all industry standards and trade practices;
iii. ensure the Installation Checklist is properly completed and executed by the Installing Contractor and Owner or Owner's legally authorized representative; and
iv. retain a copy of the properly completed and fully executed Installation Checklist and any correspondence regarding variances from the Installation Manual to provide in connection with any claim under this Limited Warranty.

(b) ***Required Owner Actions in Limited Warranty Claim.*** To be eligible for Limited Warranty services, each of the following actions must be or have been (as indicated below) completed by Owner (collectively, the "**Required Owner Actions**"). Owner must:
i. have provided, or caused another to provide, NTbHS with the following information in writing at or prior to the Tank Delivery Date: (x) Owner's full name and (y) the address of the original Tank installation site;
ii. have taken, or caused Owner's authorized representative to take, the Installation Actions;
iii. provide NTbHS with a copy of the properly completed and fully executed Installation Checklist, along with a copy of any correspondence regarding variances from the Installation Manual, at the time any Limited Warranty claim is made;

All rights reserved. Nationwide Tanks is a trademark of Hess Services Inc.

iv. have paid the Purchase Price (as defined in Section 3(e)) in full;
v. notify NTbHS in writing within the sooner of: (x) seven (7) days of becoming aware of a potential Limited Warranty claim; (y) 48 hours of an alarm or sensor being triggered for an outer wall leak that is confirmed to not be a false alarm; or (z) in the case of a release Owner is required to report to local authorities, 24 hours from the time Owner is required to report the same; and
vi. provide NTbHS and/or its designated affiliates, agents and/or subcontractors, as directed by NTbHS, with a reasonable opportunity to inspect the Tank, the installation and use thereof, and all records kept in connection therewith, including without limitation Tank and sensor inspection and maintenance records, and ensure that neither the Tank nor any surrounding backfill or factory-installed appurtenances are removed prior to such inspection.

Notices and information required by the foregoing must be mailed and emailed to the following: Nationwide Tanks by Hess Services Warranty Department, 2670 E 9th St, Hays KS 67601 and customerservice@hess-services.com.

(c) ***Damages Limitation***. **NTbHS SHALL HAVE NO LIABILITY FOR INSTALLATION, REINSTALLATION OR REMOVAL COSTS, ENVIRONMENTAL CONTAMINATION, AMELIORATION OR REHABILITATION, FIRES, EXPLOSIONS, LOSS OF TIME OR USE, INCONVENIENCE, INTERRUPTION OF BUSINESS, DOWNTIME, TRANSPORTATION COSTS, DAMAGE TO PROPERTY OR LOST REVENUES, PROFITS, BUSINESS OPPORTUNITIES, PRODUCTION TIME OR SIMILAR LOSS OR EXPENSE INCURRED BY OWNER OR ANY THIRD PARTY, OR ANY OTHER INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT NTbHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF NTbHS, ALLEGEDLY ARISING FROM ANY DEFECT OR BREACH OF WARRANTY, OR IN CONNECTION WITH ANY REPLACEMENT OR REPAIR HEREUNDER, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. IN NO EVENT SHALL NTI'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE (AS DEFINED BELOW) PAID TO NTI FOR THE COVERED PRODUCT (AS DEFINED BELOW). IT IS EXPRESSLY AGREED THAT THIS LIMITED WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE.**

(d) ***Disclaimers***. ***OTHER THAN THE EXPRESS LIMITED WARRANTY HEREIN, WHICH MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF NTbHS, NEITHER NTbHS NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TANK, NTI COMPONENTS, OR ANY RELATED SERVICE, ADVICE OR CONSULTATION. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, NON-INFRINGEMENT AND TITLE, ARE HEREBY EXPRESSLY DISCLAIMED BY NTbHS AND ITS AFFILIATES AND WAIVED TO THE FULLEST EXTENT ALLOWED BY LAW. THE TANK, ANY NTbHS COMPONENT(S) AND ANY RELATED SERVICE, ADVICE, OR CONSULTATION IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND OTHER THAN THIS EXPRESS LIMITED WARRANTY, AND ANY WARRANTIES IN CONNECTION THEREWITH IMPLIED BY ANY COURSE OF DEALING OR USAGE ARE EXPESSLY EXCLUDED.***

(e) ***Exclusive Remedies***. IF THE LIMITED WARRANTY IS APPLICABLE, NTbHS SHALL, AT ITS OPTION AND IN ITS SOLE DISCRETION, EITHER: (I) REPAIR THE DEFECTIVE TANK SHELL OR NTbHS COM-PONENT (THE "**COVERED PRODUCT**"); (II) REFUND THE ORIGINAL PURCHASE PRICE (AS DEFINED BELOW) OR A PORTION THEREOF; OR (III) DELIVER A REPLACEMENT COVERED PRODUCT TO THE POINT OF ORIGINAL DELIVERY. ANY REPAIR OR REPLACEMENT SHALL ONLY BE WARRANTED UNTIL THE CONCLUSION OF THE ORIGINAL WARRANTY TERM. ANY REPLACEMENT TANK PROVIDED BY NTbHS WILL BE EITHER NEW OR RECERTIFIED AND ANY RECERTIFIED TANK WILL BE TESTED TO ENSURE IT IS FUNCTIONALLY EQUIVALENT TO A NEW TANK. IN NO EVENT SHALL THE LIABILITY OF NTbHS AND ITS AFFILIATES UNDER THE LIMITED WARRANTY EXCEED THE PURCHASE PRICE PAID TO NTbHS FOR THE COVERED PRODUCT. FOR THE AVOIDANCE OF DOUBT,
THE "**PURCHASE PRICE**" PAID TO NTbHS MEANS EITHER (I) THE WHOLESALE PRICE PAID BY THE APPLICABLE NTI DISTRIBUTOR TO NTbHS FOR THE COVERED PRODUCT IF OWNER PURCHASED THE PRODUCT FROM A DISTRIBUTOR OR (II) THE RETAIL PRICE PAID BY OWNER TO NTbHS FOR THE COVERED NTbHS IF OWNER PURCHASED THE PRODUCT DIRECTLY FROM NTbHS, WITH THE PURCHASE PRICE IN EACH CASE BEING ONLY THAT AMOUNT PAID FOR THE COVERED PRODUCT ITSELF AND NO OTHER RELATED PRODUCTS, COSTS, EQUIPMENT OR OTHER WORK OR ASSOCIATED PROJECT COSTS. THE REMEDIES SET FORTH ABOVE CONSTITUTE OWNER'S SOLE AND EXCLUSIVE REMEDIES, AND THE SOLE OBLIGATION AND LIABILITY OF NTbHS, FOR ANY BREACH OF THE LIMITED WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, "DUTY" OR OBLIGATION ON THE PART OF NTbHS.

(f) ***Third-Party Products***. NTbHS manufactures only the Tank shell and any NTbHS Components. All other accessories, consumable parts, components, goods and materials associated with the Tank are manufactured by third parties ("**Third Party Products**"). Neither NTbHS nor its affiliates shall have any warranty or other obligation with respect to Third Party Products, and the warranty (if any) of the respective third-party manufacturer(s) will instead apply. Owner agrees to be bound by the terms, covenants and conditions of the respective third-party manufacturers' warranties and to look solely to such manufacturers in the event of a breach of any such warranties. Owner agrees that the disclaimers in Section 3(d) above shall apply equally to any goods or materials manufactured by third parties.

(g) ***Governing Law; Jurisdiction and Venue***. Any and all disputes, claims, liabilities, proceedings and/or causes of action (whether in contract or tort, or granted by statute) that may be based upon, arise out of or relate to this Limited Warranty, the Tank, any NTbHS Components and/or the rights and obligations of NTbHS and Owner in connection with the foregoing ("**Claims**"), shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to conflicts of law principles and the arbitration provision in this Limited Warranty shall be governed by the Federal Arbitration Act (United States). Subject to (and without limiting or waiving) the provisions of Section 3(h) below, Owner and NTbHS irrevocably agree to submit to the exclusive jurisdiction of the state or federal courts located in the City of Hays, Ellis County, Kansas, or, to the extent NTbHS's principal place of business is at any time relocated outside Hays, Kansas, then in the city and county in which NTbHS's principal place of business is located at the time the action is NTbHS, for the resolution of any such Claims.

(h) ***Arbitration; Waiver of Class Actions and Jury Tria***l. Except to the extent expressly prohibited by provisions of applicable federal, provincial or state law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, and subject to the provisions of this Section and Section 3(g) herein, any and all Claims shall be submitted to binding arbitration under the authority of the Federal Arbitration Act (United States) or the Kansas Uniform Arbitration Act, as applicable, and shall be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. The arbitration shall take place in Hays, Ellis County Kansas or, if NTbHS has relocated its principal place of business from Hays, Ellis County Kansas, then in the city where NTbHS's principal place of business is located at the time the action is initiated. The arbitrator must follow the law and may not disregard the express terms of this Limited Warranty, including without limitation the choice of law in Section 3(g). A judgment may be entered upon the arbitration award by any federal, provincial or state court in the state or province where NTbHS or Owner maintains its principal place of business at the time the action is initiated. Notwithstanding the foregoing, the arbitration requirements of this Section shall not apply to any action for declaratory or equitable relief, including without limitation injunctive relief, brought at any time, including without limita-tion prior to or during the pendency of any arbitration proceedings initiated hereunder. OWNER AND NTbHS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN A PRIVATE ATTORNEY GENERAL CAPACITY OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, AND NEITHER WILL SEEK TO COORDINATE OR CONSOLIDATE ANY CLAIMS HEREUNDER WITH ANY OTHER PROCEEDING. Unless both Owner and NTbHS agree in writing, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. In the event a court determines that this limitation on joinder or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. Subject to the foregoing arbitration requirements, and without limiting or waiving the same, EACH OF OWNER AND NTI ACKNOWLEDGES AND AGREES THAT SUCH PARTY HAS HAD AN OPPORTUNITY TO CONSULT WITH COMPE-TENT LEGAL COUNSEL AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE PERTAINING TO OR RELATING IN ANY WAY TO THE SUBJECT MATTER HEREOF, THE PROVISIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE THAT CAN BE WAIVED BY CONTRACT NOTWITHSTANDING.

(i) ***Sole Recourse***. This Limited Warranty is accepted by Owner with the understanding and agreement that: (i) this Limited Warranty may only be enforced against, and any Claims may only be brought against, NTbHS and not against any direct or indirect parent or subsidiary of NTbHS or any past, present or future equity owner, director, officer, manager, employee, incorporator, affiliate, agent, attorney, lawyer or representative of, or any financial advisor or lender to, NTbHS or any of the foregoing ("**Released Persons**"); (ii) no Released Person shall have any liability on any basis (whether in contract or tort, at law or in equity, granted by statute or otherwise) for any Claims; (iii) Owner will in no event threaten or assert any Claim against any of the Released Persons, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise and, to the maximum extent permitted by the governing law specified in Section 3(g), Owner hereby waives and releases all such Claims against such Released Persons that may otherwise be available at law or in equity to avoid or disregard the entity form of NTbHS or otherwise impose liability of NTbHS on any Released Person; and (iv) Owner shall indemnify NTbHS and each of the Released Persons from all claims, losses, injuries, damages, fees, costs, expenses, complaints and liabilities incurred or required as a result of a breach by Owner of any of the provisions of this Section.

(j) ***Sole Warranty; Severability and Reformation***. This Limited Warranty is accepted by Owner with the further understanding and agreement that it is the sole warranty offered by NTbHS applicable to the Tank and any NTbHS Components and supersedes any prior understandings, agreements or representations, whether written or oral, by or among NTbHS, its affiliates and/or representatives and Owner regarding the Limited Warranty. If (but only to the extent that) any provision of this Limited Warranty is declared or found to be illegal, unenforceable or void (in whole or in part) under provi-sions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, Owner and NTbHS agree that: (i) such provision may be deemed severable and the remainder of this Limited Warranty not affected by such provision shall be enforced to the fullest extent permitted by law; (ii) it is their specific intent and request that the adjudicative body called upon to interpret or enforce the Limited Warranty modify such provision to the minimum extent necessary so as to render it legal and enforceable while preserving the intent thereof; and (iii) if such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor.

All rights reserved. Nationwide Tanks is a trademark of Hess Services Inc.