



**4010 HOSPERS DRIVE SOUTH, P.O. BOX 425  
HOSPERS, IA 51238**

## **LIMITED WARRANTY AND DISCLAIMER**

Den Hartog Industries, Inc., hereafter referred to as Manufacturer, does hereby declare this to constitute an express **WARRANTY** of its Ace Roto-Mold poly tanks. Said tanks shall be free from defects in workmanship and material under normal use, service and maintenance within the guidelines for installation, maintenance, and instructions for use provided by Manufacturer. This limited **WARRANTY** shall be in effect for 36 months following the date of manufacture (24 months for poly stock tanks, 60 months for septic and cistern tanks). Manufacturer's liability upon proof of a defect in workmanship or materials within the **WARRANTY PERIOD** shall be limited to the replacement or the repair of the poly tank(s) or any part thereof or, at Manufacturer's option, the refunding to Buyer the pro-rated value of the poly tank(s) upon the return of the defective poly tank(s) to Manufacturer. No other express warranty is given and no agent, employee or any representative of Manufacturer is authorized to bind Manufacturer for any other warranty.

This **WARRANTY** shall not apply to or cover component parts or accessories manufactured by someone other than the Manufacturer. The manufacturer of such items may provide warranties with its products; however, Den Hartog Industries, Inc. shall not be liable under those warranties.

This **WARRANTY** shall not apply with respect to any defect that in Manufacturer's sole judgment has arisen from the alteration or repair by anyone other than the Manufacturer or from damage in an accident, during shipment, or caused by negligence or misuse. This **WARRANTY** shall not be applicable if Buyer failed to follow any of the instructions for installation, maintenance and use provided by Manufacturer.

The amount of the Manufacturer's liability under this **WARRANTY**, irrespective of whether such defects are discoverable or latent, shall not exceed the pro-rated value of the particular poly tank(s) in which the defect occurred or, at the option of the Manufacturer, the replacement or the repair of the damaged or defective poly tank(s). Manufacturer shall not be liable for any incidental or consequential damages, including those that may arise as the result of a claim of negligence on the part of the Manufacturer or any other party. Manufacturer shall not be liable for any commercial losses or costs of any kind resulting therefrom.

This **WARRANTY** shall constitute an express **WARRANTY** and shall be the sole and exclusive remedy of any Buyer, there being no implied **WARRANTY** of merchantable quality or that the product is fit for any particular purpose.

Notice of any claim under this **WARRANTY** shall be given by registered mail sent to Manufacturer at Den Hartog Industries, Inc.; 4010 Hospers Drive South; Hospers, IA 51238. Such notice must be given within thirty (30) days after the claim first arises or the defect is first discovered. Instead of and in lieu of the notice provided, the defective poly tank(s) may be returned to the Manufacturer at the same location freight pre-paid. If notice by mail or return of the defective tank(s) are not completed within thirty (30) days after the defect arises or is discovered, this **WARRANTY** shall be deemed waived and unenforceable, and Manufacturer shall not be liable under the terms of this **WARRANTY**.