

# Limited B-1000-E Warranty

## I. EXPRESS WARRANTY

**S. Bravo Systems Inc.**, a California Corporation (“Bravo”), warrants to the original purchaser (“Owner”) that the fiberglass component of a Bravo B-1000-E Series Under Dispenser Containment (UDC) sump will not fail as a result of internal or external corrosion for a period of three (3) years from the original date of purchase when used as intended for the containment of fuels, under the following conditions:

- A. The B-1000-E UDC sump made of secondary containment resin must not be exposed to conventional, renewable or alternative fuels for a period greater than thirty (30) days; and
- B. The B-1000-E UDC sump must be responsibly operated with a detection system and/or a weekly visual inspection program in place. All B-1000-E series UDC sumps must be visually observed and upon detection have maintenance personnel remove any liquids or debris before the thirty (30) day exposure period is exceeded; and
- D. The Bravo containment system components must have been installed by a qualified Bravo certified installer in accordance with Bravo’s written instructions and specifications.

If, upon inspection by Bravo, the containment system has failed due to internal or external corrosion during the warranty period, Bravo will either (1) repair or replace the defective Bravo manufactured fiberglass component(s) or the defective fiberglass containment system, F.O.B. Bravo’s headquarters, or (2) refund the original purchase price, at Bravo’s sole discretion. The warranty shall then remain in place for the remainder of the original three (3) year period from the original date of purchase. This warranty does not extend to any accessories, components, or parts within, or used in conjunction with, the containment system not made of fiberglass, nor does it extend to any damage due to acts of God, war, terrorism, or failure caused by misuse, improper installation, storage, service, or maintenance, or if used contrary to its recommended or intended use, whether intentional or otherwise. Bravo does not warrant any product, part, or component manufactured by any other party including, but not limited to, any fiberglass or steel piping. Any claim under this warranty must be made in writing within sixty (60) days after defect or failure occurs. This limited warranty shall be supplemental to other warranties, if any, that may apply to the containment system or its components or parts, and does not supersede or modify such warranties.

## II. NO WARRANTY ON INSTALLATION

This warranty shall not apply to the installation of the Bravo containment system or installation of any of the components or parts thereof. Bravo is not responsible for the installation of the system by any contractor, customer, or any other person or entity engaged in the installation of the system or its components or parts, or in the supervision of the installation of the system or its components or parts.



### III. WARRANTY VOID

This warranty shall be void and of no further effect if:

- A. The containment system was not installed by a Bravo certified installer as required in Bravo's written instructions;
- B. The containment system is subjected to any accident, faulty installation, misapplication, abuse, or misuse;
- C. The owner continues to use the system after discovery of defect or failure without notifying Bravo and without Bravo's prior written consent; or
- D. The owner refuses to permit Bravo to inspect and examine the containment system to determine the nature of the defect or failure.

This limited warranty shall not be transferred or assigned to a third party without the prior written consent of Bravo.

### IV. DISCLAIMER OF WARRANTIES

THIS WARRANTY CONSTITUTES BRAVO'S EXCLUSIVE OBLIGATION AND BRAVO MAKES NO OTHER WARRANTY OR REPRESENTATION, WHETHER STATUTORY, EXPRESS, OR IMPLIED. BRAVO SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### V. LIMITATION OF REMEDIES

THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL EITHER BE REPAIR OR REPLACEMENT, F.O.B. BRAVO'S HEADQUARTERS, UPON A FINDING OF DEFECT OR FAILURE AT THE SOLE DISCRETION OF BRAVO. IN NO EVENT SHALL THE LIABILITY OF BRAVO UNDER THIS WARRANTY EXCEED THE PRICE PAID FOR THE FIBERGLASS CONTAINMENT SYSTEM OR ITS FIBERGLASS PARTS BY THE ORIGINAL OWNER.

### VI. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES SHALL BRAVO HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, COSTS OF REMOVAL OR INSTALLATION OF DEFECTIVE OR REPLACEMENT GOODS, LOSS BY REASON OF SHUT-DOWN OR NON-OPERATION, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

### VII. APPLICABLE LAW

This warranty and the disclaimers set forth herein are governed by the laws of the State of California located in the United States of America.

### VIII. EFFECTIVE DATE

This warranty applies to and is effective on warranted products sold by Bravo on or after February 1, 2013.

