



## S. BRAVO SYSTEMS INC.

### LIMITED WARRANTY

FIBERGLASS CONTAINMENT SYSTEMS CONSISTING OF FIBERGLASS FITTINGS, FIBERGLASS PIPE, FIBERGLASS SINGLEWALL TANK SUMPS, AND FIBERGLASS SINGLEWALL DISPENSER SUMPS WITH ELECTRICAL OFFSET FRAME

#### I. EXPRESS WARRANTY

S. Bravo Systems Inc., a California Corporation (“Bravo”), warrants to the original purchaser (“Owner”) that Bravo’s fiberglass containment system will not fail as a result of internal or external corrosion for a period of thirty (30) years from the original date of purchase when used as intended for the containment of fuels, under the following conditions:

- A. The Bravo fiberglass containment system **must consist** of the following Bravo manufactured parts: fiberglass pipe fittings and electrical fittings, fiberglass singlewall tank sumps, and fiberglass singlewall dispenser sumps with electrical offset frame, all used in conjunction with fiberglass pipe (either Ameron or Smith branded); and
- B. The system must have been installed by a Bravo certified installer for use in the United States in accordance with Bravo’s 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 thirty (30) 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 Ameron or Smith branded or manufactured fiberglass pipes. 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 is subjected to any accident, faulty installation, misapplication, abuse, or misuse;
- B. Owner continues to use the system after discovery of defect or failure without notifying Bravo and without Bravo's prior written consent; or
- C. 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.

**VIII. EFFECTIVE DATE**

This warranty applies to and is effective on warranted products sold by Bravo on or after May 1, 2008.