



## Nationwide Limited Warranty

Nationwide Tank and Pipe, LLC. (hereafter referred to as “**Nationwide**”) provides the following standard limited warranties on Inground Fiberglass Tanks (herein referred to “**IFT**”)(each as defined below and, collectively, the “**Limited Warranty**”) to the original retail purchaser or Authorized Transferee (as defined in Section C(4) below) (as applicable, the “**Retail Purchaser**”) of its products listed below on the following terms:

### **A. STRUCTURAL LIMITED WARRANTIES**

**1. Structural Limited Warranties.** Subject to the exclusions and conditions listed herein, Nationwide warrants the structural soundness of its IFT against water loss caused by defects in manufacturing workmanship and materials (but not against water loss caused by osmosis) for a period of 20 years from the date of purchase by the Retail Purchaser so long as the IFT is owned by the Retail Purchaser.

**2. Required Retail Purchaser Actions Under Structural Limited Warranty.** To obtain Structural Limited Warranty services, the Retail Purchaser must (a) notify Nationwide in writing within seven (7) days of becoming aware of a potential Structural Limited Warranty claim; and (b) provide Nationwide and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the IFT and the installation or use thereof and records kept in connection therewith and (d) have paid Nationwide or its designated sales affiliate the Purchase Price (as defined in Section (C)(3)) for the IFT in full (collectively, the “**Retail Purchaser Structural Limited Warranty Actions**”). The Nationwide mailing address and address and telephone number for purposes of the foregoing areas follows:

Nationwide Tank and Pipe, LLC  
3567 IH 35 South, New Braunfels, TX 78132  
(830) 387-4027

**3. Exclusions to Structural Limited Warranty.** The Structural Limited Warranty shall not apply in connection with any of the following:

- (a) failure to complete any of the Retail Purchaser Structural Limited Warranty Actions above;
- (b) damages or alterations caused or contributed to by acts of nature including but not limited to earthquake, ground movement, storm or flood, inadequate site drainage, excessive hydrostatic pressure;
- (c) installation, repairs, alterations or other work by someone other than an authorized Nationwide representative;
- (d) failure to install the IFT level and/or in accordance with all applicable codes, laws, rules and regulations;
- (e) normal wear and tear, mistreatment, abnormal use of the IFT, neglect, or alteration;
- (f) damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse or exposure to fire or hazards of nature;
- (g) failure to comply with any written guidelines, specifications or instructions contained in any local / state / federal regulation including without limitation with respect to IFT maintenance and the use of proper chemicals;
- (h) if the IFT is allowed to overflow with water;
- (i) failure to maintain a monthly written record of the water levels in the IFT, including the levels of chlorine, free chlorine, pH, total alkalinity, salt levels and calcium hardness (with calcium hardness to be tested by a IFT shop at least every 6 months);



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- (j) failure to maintain the pH level of the water in the IFT between 7.2 and 7.4, the total alkalinity level between 80 to 120 parts per million and/or the free chlorine level between 1 and 3 parts per million;
- (k) damages caused or contributed to by the water chemistry in the IFT;
- (l) damages or alterations caused or contributed to by the use of improper or incorrect chemicals;
- (m) failure to maintain the IFT in good order and condition;
- (n) water loss due to failure of pipe fittings, inlet fittings, outlet fittings, solar connections, manifold, hydrostatic valve relief, light fittings or anything connected to the IFT;
- (o) any equipment used in connection with the IFT;
- (p) changes in color, fading of color or stains of the internal gelcoat finish of the IFT or the external finish of the IFT;
- (q) damages sustained during or as a result of loading, transporting or unloading by the Retail Purchaser or a third party;
- (r) problems attributable to any specifications, drawings, information and/or data supplied to Nationwide or its affiliates by or at the direction of the Retail Purchaser, whether or not accepted by Nationwide or its affiliates;
- (s) any goods or components not manufactured by Nationwide or its affiliates;
- (t) surface cracking and surface imperfections on the internal and external surface finish of the IFT;
- (u) damages caused or contributed to by inadequate or incorrect installation;
- (v) damage to or failure resulting from any attachments to the IFT such as fittings, skimmers, piping, lighting fixtures, wiring, hand rails, ladders, steps or any other accessories; or
- (w) problems or damages with an IFT caused or contributed to by osmosis.

### **B. SURFACE LIMITED WARRANTY**

**1. Surface Limited Warranty.** Subject to the exclusions and conditions listed herein, Nationwide warrants the surface of its IFT against excessive pigmentation change caused by defects in manufacturing workmanship and materials for a period beginning on the date the Retail Purchaser purchases the IFT (the "**Purchase Date**") and ending on the date that is one (1) year from the Purchase Date so long as the Retail Purchaser owns the IFT (the "**Surface Limited Warranty**"). This Surface Limited Warranty is accepted by the Retail Purchaser with the understanding that, with exposure to the elements and time, some color and surface degradation may occur. While necessary chemicals for the IFT may be obtained from any company. The use of improper or incorrect chemicals voids the Surface Limited Warranty.

**2. Required Retail Purchaser Actions Under Surface Limited Warranty.** To obtain Surface Limited Warranty services, the Retail Purchaser must (a) notify Nationwide in writing within seven (7) days of becoming aware of a potential Surface Limited Warranty claim; (b) provide Nationwide and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the IFT and the installation or use thereof and records kept in connection therewith; and (c) have paid Nationwide or its designated sales affiliate the Purchase Price (as defined in Section (C)(3)) for the IFT in full (collectively, the "**Retail Purchaser Surface Limited Warranty Actions**"). The Nationwide mailing address and telephone number for purposes of the foregoing are as follows:

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- 3. Exclusions to Surface Limited Warranty.** The Surface Limited Warranty shall not apply in connection with any of the following:
- (a) failure to complete any of the Retail Purchaser Surface Limited Warranty Actions above;
  - (b) damages or alterations caused or contributed to by acts of nature including but not limited to earthquake, ground movement, storm or flood, building settling or;
  - (c) installation, repairs, alterations or other work by someone other than an authorized Nationwide representative;
  - (d) failure to install the IFT level and/or in accordance with local / state / federal codes, laws, rules and regulations;
  - (e) normal wear and tear, mistreatment, abnormal use of the IFT, neglect, or alteration;
  - (f) damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse or exposure to fire or hazards of nature;
  - (g) if the IFT is allowed to overflow with water;
  - (h) failure to maintain a monthly written record of the water levels in the IFT, including the levels of chlorine, free chlorine, pH, total alkalinity, salt levels and calcium hardness (with calcium hardness to be tested by a IFT shop at least every 6 months);
  - (i) failure to maintain the pH level of the water in the IFT between 7.2 and 7.4, the total alkalinity level between 80 and 120 parts per million, the calcium level between 150 and 200 parts per million, and/or the free chlorine level between 1 and 3 parts per million;
  - (j) damages caused or contributed to by the water chemistry in the IFT outside of any standard operating water conditions;
  - (k) damages or alterations caused or contributed to by the use of improper or incorrect chemicals;
  - (l) failure to maintain the IFT in good order and condition;
  - (m) damages sustained during or as a result of loading, transporting or unloading by the Retail Purchaser or a third party;
  - (n) surface cracking and surface imperfections on the internal and external surface finish of the IFT;
  - (o) damages caused or contributed to by inadequate site drainage or incorrect deck installation;
  - (p) damage to or failure resulting from any attachments to the IFT such as fittings, skimmers, piping, lighting fixtures, wiring, hand rails, ladders, steps or any other accessories; or
  - (q) problems or damages with an IFT caused or contributed to by osmosis.

**C. OTHER CONDITIONS.** The following shall apply in connection with the Limited Warranty, including both the Structural Limited Warranty and the Surface Limited Warranty:

**1. DAMAGES LIMITATION.** THE LIMITED WARRANTY DOES NOT COVER THE COST OF REMOVAL, REINSTALLATION, TRAVEL, LODGING, LOSS OF TIME OR USE OF THE IFT, INCONVENIENCE, DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION ANY FENCING, PLANTS, TILE, SHEETROCK, PAINT, FURNISHINGS OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY DEFECT OR IN CONNECTION WITH ANY REPLACEMENT OR REPAIR HEREUNDER. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER WITH RESPECT TO THE LIMITED WARRANTY.

**2. DISCLAIMERS.** NEITHER NATIONWIDE NOR ANY OF ITS AFFILIATES MAKES ANY EXPRESS WARRANTY OF ANY KIND OTHER THAN THE EXPRESS LIMITED WARRANTY HEREIN, WHICH MAY NOT BE ALTERED IN ANY MANNER



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WITHOUT THE EXPRESS WRITTEN CONSENT OF NATIONWIDE. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY FOR PRODUCTS COVERED THEREBY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER. ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR OTHERWISE, ON PRODUCTS OR SALES NOT COVERED BY THE LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, NON-INFRINGEMENT AND TITLE, ARE HEREBY EXPRESSLY DISCLAIMED BY NATIONWIDE AND ITS AFFILIATES AND WAIVED TO THE FULLEST EXTENT ALLOWED BY LAW AND SUCH PRODUCTS ARE SOLD "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ANY WARRANTIES IN CONNECTION THEREWITH IMPLIED BY ANY COURSE OF DEALING OR USAGE ARE EXPRESSLY EXCLUDED.

**3. REMEDIES.** If the Limited Warranty is applicable, Nationwide shall, at its option, either repair or replace the defective IFT, or may refund the Purchase Price, or a portion thereof, in its sole discretion, which repair, replacement or refund may be effected directly by Nationwide or through a Nationwide affiliate at the discretion of Nationwide. Any such warranty replacement or repair shall only be warranted until the conclusion of the original warranty term. In the event Nationwide chooses to repair the IFT, it will repair it so that it can retain water. Neither Nationwide nor its affiliates shall be responsible for any cost to refill the IFT or chemically condition the IFT water. The Retail Purchaser is responsible for draining and bracing the IFT. Warranty repairs may (a) require modification to the IFT, including without limitation modification to the length, width, depth or texture of the IFT; (b) require the removal or sanding off of the non-skid finish of the IFT and the reapplication thereof; and/or (c) result in a different appearance of the repaired area from the original condition of the IFT, including without limitation gelcoat repairs resulting in a color or shade variance from the original gelcoat color. IN NO EVENT SHALL THE LIABILITY OF NATIONWIDE AND ITS AFFILIATES UNDER THE LIMITED WARRANTY EXCEED THE PURCHASE PRICE PAID TO NATIONWIDE DIRECTLY AND NO OTHER RELATED PRODUCTS, EQUIPMENT, SURROUNDS, OR OTHER WORK OR ASSOCIATED PROJECT COSTS. THE REMEDIES SET FORTH HEREIN CONSTITUTE THE RETAIL PURCHASER'S SOLE AND EXCLUSIVE REMEDIES, AND THE SOLE OBLIGATION AND LIABILITY OF NATIONWIDE AND ITS AFFILIATES, FOR ANY BREACH OF THE LIMITED WARRANTY.

**4. THIRD PARTY PRODUCTS.** Neither Nationwide nor its affiliates shall have any warranty or other obligations with respect to goods or materials manufactured by third parties, and the warranty (if any) of the respective third party manufacturer will instead apply. Buyer agrees that the disclaimers in Section (C)(2) above shall apply equally to such goods or materials manufactured by third parties.

**5. APPLICATION OF STATE OR PROVINCIAL LAWS.** This Limited Warranty gives the Retail Purchaser specific legal rights, and the Retail Purchaser may also have other rights which vary from state to state or among provinces.

**6. SOLE AGREEMENT.** This Limited Warranty is accepted by the Retail Purchaser with the understanding that it is the sole warranty offered by Nationwide or its affiliates applicable to the IFT and supersedes any prior understandings, agreements or representations, whether written or oral, by or among Nationwide and/or its affiliates and the Retail Purchaser regarding the subject matter herein.