



LIMITED WARRANTY - Stationary Above-Ground SINGLE WALL and DOUBLE WALL Fiberglass Tank for Heating Oil and Diesel Fuel

BASIC WARRANTY:

VILCO Limited. (sometimes hereafter referred to as "VILCO") warrants that its above ground single and double wall fiberglass heating oil storage tanks (listed with Underwriters' Laboratories of Canada under standard ULC/ORD-C80.1-2000), if *exclusively* used for the storage of heating oil or diesel fuel and if installed in accordance with CSA B139 in Canada and NFPA 31 in USA, applicable requirements of the authority having jurisdiction, and VILCO specified installation instructions:

1. Will not leak for a period of thirty (30) years commencing on the earlier of original date of purchase or use of tank by home owner due to external corrosion provided that the tank exterior has been maintained in good condition;
2. Will not leak for a period of thirty (30) years commencing on the earlier of original date of purchase or use of tank by home owner due to internal corrosion provided the tank is used solely for the containment of domestic heating oil or diesel fuel; and
3. Will be free from manufacturer's defect in materials (including UV protected Gelcoat coating) and workmanship under normal and proper use, operation and maintenance for a period of thirty (30) years commencing on the date of original purchase or use of the tank by home owner (the "Basic Warranty").

VILCO Limited. liability under its Basic Warranty shall be limited to, at VILCO's sole option:

- (a) Repair of the defective tank, or
- (b) Delivery of a replacement tank to the point of original delivery, or
- (c) Refund of the original purchase price, with no further liability for any labor and other installation costs, indirect or consequential damages, or other damages in connection with such tanks.

THIS LIMITED WARRANTY EXPRESSLY EXCLUDES:

- (a) Damage caused by any act of God, act of war or hostile disturbance; or,
- (b) Any damage caused intentionally or through negligence by installers, purchasers or any other third party.

THIS LIMITED WARRANTY SHALL BECOME VOID AND TERMINATE SHOULD ANY FLUID OTHER THAN HEATING OIL OR DIESEL FUEL BE INTRODUCED OR STORED IN THE TANK, WITH THE EXCEPTION OF INCIDENTAL WATER, CAUSED BY CONDENSATION, OR IF ANY ALTERATIONS ARE MADE TO THE TANK, WITHOUT PRIOR WRITTEN APPROVAL OF VILCO.

ENHANCED WARRANTY:

For the purposes of this Enhanced Warranty, the following definitions apply:

- i) Confirmed Leak means a leak of domestic heating oil or diesel fuel into the environment from the tank manufactured by VILCO caused directly and solely as a result of a manufacturer's defect in the tank, which leak the owner has detected and provided notice in writing to VILCO at the following address, 1334 Cobequid Road, Waverley, Nova Scotia, Canada, B2R 1L9; within seven (7) days of the date of the commencement of the leak;
- ii) On-site clean up means the taking of reasonable steps and the incurring of reasonable expenses for the response, abatement, investigation and removal actions required by law due to a Confirmed Leak on lands owned or controlled by the tank owner where the tank is located, including any responsibility to remediate any contamination of adjoining lands or ground water and subject to the above exclusions.

Subject to the conditions, limitations and exclusions set out herein, in the event there is a confirmed leak;

- Within thirty (30) years, due to manufacturing defect, or
- Within 30 years, due to internal or external corrosion,

commencing on the earlier of original date of purchase or use of tank by homeowner, VILCO will directly perform the On-site clean up required to a reasonable standard and up to a maximum of \$5,000,000.00 Canadian (inclusive of all costs and expenses whatsoever). The Enhanced Warranty is transferable during the term providing the tank remains on the same premises and is not sold and moved to another location.

Deductible:

\$500.00 for site clean up.

The Enhanced Warranty expressly excludes:

- (a) Damage caused by any act of God, act of war or hostile disturbance;
- (b) Any damage caused intentionally or through negligence by installers, purchasers or any other third party; or
- (c) Any damage, loss, cost, or expense of any kind:
 - i) arising from the Confirmed Leak being a result of: piping or piping connection failure(s); spills from overfills; other causes not directly related to a manufacturer's defect in the tanks; the tank being installed improperly and/or not in accordance with applicable installation instructions; or the tank not being installed by an authorized installer;
 - ii) arising from improper use, the tank not being maintained in good condition or the tank not being used solely for the storage of heating fuel oil or diesel fuel ; or
 - iii) Incurred where the Confirmed Leak is not reported immediately to VILCO after the discovery of the defect and/or the tank owner does not cooperate with VILCO to mitigate and clean up the site.

THE ENHANCED WARRANTY SHALL BECOME VOID AND TERMINATE SHOULD ANY FLUID OTHER THAN HEATING OIL OR DIESEL BE INTRODUCED OR STORED IN THE TANK WITH THE EXCEPTION OF INCIDENTAL WATER, CAUSED BY CONDENSATION, OR IF ANY ALTERATIONS ARE MADE TO THE TANK, WITHOUT PRIOR WRITTEN APPROVAL OF VILCO. THE ENHANCED WARRANTY SHALL ALSO BECOME VOID IF THE TANK IS SOLD AND MOVED FROM THE ORIGINAL OWNER'S LOCATION.

In no event will VILCO, its officers, employees, agents or representatives, be liable to the owner or any third party, whether for breach of warranty or contract, or imposed by statute, in tort, or otherwise, for any damages or for any indirect, special, punitive, incidental or consequential damages including, but not limited to, loss of contents, or loss relating to the quality of the liquid stored in the tank, or loss of profits or revenue, or loss of business, whether or not VILCO is advised of the possibility of such loss or damage nor will VILCO, its officers, employees, agents or representatives, be liable to the owner, or any third party or statutory or regulatory body for any liability assumed by the owner or for any damages, losses, penalties or fines arising from non-compliance with any statutory or regulatory authority.

VILCO expressly disclaims any expressed or implied warranties concerning quality of the tank, merchantability or fitness for any particular purpose whatsoever, whether statutory or otherwise. No oral or written information or advice given by dealers, representatives, agents or employees shall create a warranty or in any way increase the scope of this Warranty.

Effective on tanks built after June 13th, 2010

PURCHASER'S COPY

Name of Purchaser: _____
 Address: _____
 City: _____
 Province: _____ Postal Code: _____
 Size of Tank: 200G D/W 250G D/W 125G S/W 150G S/W 200G S/W 250G S/W 200G Horizontal
 Tank N°: _____

To register tank for warranty, this section must be filled in and returned to manufacturer at;

**Vilco Ltd,
1334 Cobequid Road,
Waverley, Nova Scotia
Canada
B2R 1L9**

Name of Purchaser: _____
 Address: _____
 City: _____
 Province: _____
 Postal Code: _____
 Size of Tank: 200G D/W 250G D/W 125G S/W 150G S/W 200G S/W 250G S/W 200G Horizontal
 Tank N°: _____ Date of Installation: _____

Installer:

Name of company; _____
 Name of Installer; _____
 Address; _____
 Phone number; _____



Installation Guide for Vilco Ltd. Aboveground Fiberglass Tank For Fuel Oil

The following information is intended as a guide for the successful installation of Vilco's aboveground fiberglass tank for fuel oil approved under ULC ORD-C80.1. Overall installation of the product should be in conformance with the relevant sections of ULC ORD C-80.1, CAN CSA B139 and any codes and regulations as required by the Authority having jurisdiction.

Handling

Caution: Do not drop.

Whenever possible, lift by hand using lifting handles. If the use of a forklift or other similar device is necessary, provide cushioning between the lifting device and the tank wall. Do not lift the tank by its couplings or attached piping.

Placement

The tank should be placed on a flat stable foundation such as a concrete pad that will not settle. The tank is not intended to be suspended.

Clearances around the tank must be in accordance with the applicable building and fire codes.

Tanks subject to movement should be secured to the foundation as recommended in CSA B139.

Fittings

Threaded openings and drain fitting on the tanks are shipped with threaded shipping caps. These caps must be replaced with appropriate piping, gauges or plugs by the installer prior to placing the tank into service.

Do not over torque piping, gauges or plugs. These items need to be watertight for efficient performance.

Install vent whistles and/or product sight gauges as prescribed in regulations or applicable codes.

Orient sight gauge floats away from fill pipe to prevent damage to the float during tank filling.

Long Term Maintenance

Should painting of the tank exterior be desired, the use of a latex based paint is recommended.

Slope

The tank does not have any specific requirements as it pertains to its slope (toward the outlet or the backend of the tank), when installed.

Pump Over Policy

The tank does not have any specific requirements as it pertains to the transfer of oil, from old to new tanks. Product can be transferred without having to use any specific filtering devices or process.