



CONTAIN WATER SYSTEMS INC.

ENGINEERING / CONSTRUCTION / MANUFACTURING
WWW.CONTAINWATERSYSTEMS.COM

WATER STORAGE 20 YEAR WARRANTY

CONTAIN WATER SYSTEMS INC. STANDARD WARRANTY:

THE WARRANTY PROVIDED HEREIN IS THE ONLY WARRANTY PROVIDED BY CONTAIN WATER SYSTEMS INC. AND IS IN LIEU OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, AGREEMENTS, CONTRACTS, VERBAL AGREEMENTS, PURCHASE ORDER INCLUSIONS / EXCLUSIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL CONTAIN WATER SYSTEMS INC. BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LABOR CHARGES OR LOST PROFITS, EVEN IF CONTAIN WATER SYSTEMS INC. HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

This Warranty is only offered to the direct sale recipient. Contain Water Systems Inc. direct client, direct contractor and or distributor.

Contain Water Systems Inc. offers no warranty to any third party recipient of the product. All Products are sold to the Customer with a **Contain Water Systems Inc.** Standard Limited Warranty for the Product, if any, as offered by **Contain Water Systems Inc.** and shall meet the **Contain Water Systems Inc.** published specifications for such products at the time of sale to the customer.

This warranty includes different coverage and warranty claim procedures for structural materials, water containment materials, workmanship and accessories.



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1-855-H2O-TANK



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STRUCTURAL MATERIALS

Structural materials manufactured by **Contain Water Systems Inc.** are warranted to be free from major defects in material for 20 YEARS from the date of shipment of the materials from the **Contain Water Systems Inc.** factory.

If a defect is found by **Contain Water Systems Inc.** to exist within the warranty period, then **Contain Water Systems Inc.** will, at the option of **Contain Water Systems Inc.**,

(a) repair or replace defective materials free of charge, F.O.B. the **Contain Water Systems Inc.** factory of manufacture, or

(b) refund to the Customer the original purchase price of the defective materials, in lieu of such repair or replacement.

For galvanized steel tanks that are wrapped in **Contain Water Systems Inc.** supplied cedar wrap staves, the staves are not covered under this warranty.

WATER CONTAINMENT MATERIALS

Water containment liners manufactured by **Contain Water Systems Inc.** are warranted to be free from major defects due to defective material for a period of (20) years.

If a liner should fail during the warranty period as a result of a manufacturing problem covered by this warranty, the original Customer shall notify **Contain Water Systems Inc.**, Inc. in writing by mail.

ATTENTION: Administration@ContainWaterSystems.com

This notice shall contain the liner serial number, date of purchase, and a description of the defect.

Contain Water Systems Inc. will determine if the liner is to be returned to the factory or will ask that the either; (1) defective area and (2) the part of the liner stamped with the serial number be cut from the liner and returned. Liner, or liner pieces, must be cleaned and returned freight prepaid to:

Contain Water Systems Inc.

252 Frog Pond Lane. Unit C.

Dripping Springs, Texas. 78620

All replacement liners will be shipped freight collect. All liner replacement installations will be billed on a time & material basis and or quoted for acceptance prior to execution.



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ACCESSORIES

Accessories sold by **Contain Water Systems Inc.** but not manufactured by **Contain Water Systems Inc.** are subject to the original manufacturers' warranty terms.

Steel flanges manufactured by **Contain Water Systems Inc.** are warranted to be free from major defects due to defective materials for **(20) years**, from the date of shipment from the **Contain Water Systems Inc.** factory.

PVC flanges manufactured by others and supplied by **Contain Water Systems Inc.** are warranted to be free from major defects due to defective materials for ONE (1) YEAR from the date of shipment from the **Contain Water Systems Inc.** factory.

Any custom accessory manufactured by **Contain Water Systems Inc.** is warranted to be free from major defects due to defective materials for NINETY (90) DAYS from the date of shipment from the **Contain Water Systems Inc.** factory.

If a defect is found by **Contain Water Systems Inc.** to exist within the warranty period, then **Contain Water Systems Inc.** will, at the option of **Contain Water Systems Inc.**,

(a) repair or replace defective materials free of charge, F.O.B. the **Contain Water Systems Inc.** factory of manufacture, or

(b) refund to the customer the original purchase price of the defective materials, in lieu of such repair or replacement.

Workmanship Warranty:

Contain Water Systems Inc. offers a (12) month workmanship warranty.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING DEFINITIONS, TERMS AND CONDITIONS:

The Customer shall be defined as the party or entity who directly purchases the Products from **Contain Water Systems Inc.**

In most cases, the Customer will be a registered **Contain Water Systems Inc.** Dealer, Reseller or OEM.

Customer shall register the final installation site with **Contain Water Systems Inc.** (full address); not doing so is grounds for **Contain Water Systems Inc.** to deny warranty coverage.



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Contain Water Systems Inc. assumes no obligation to any other party to whom Customer may sell any material to.

Contain Water Systems Inc. will only conduct warranty claim transactions with the direct Customer. Any third party having a warranty issue must contact their supplier of the **Contain Water Systems Inc.** tank products.

Products include steel structural materials, hardware, pre-liners, penetration flanges, and water containment liners.

This warranty relates only to manufacturing defects and does not include damage that may occur during installation, standard wear & tear nor failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation, salt or chemicals or ice damage. Fading or staining of the galvanized steel finish is not covered by this warranty. Fading, microbiological staining of the liner, or any damage induced by the improper use of chemicals is not covered by this warranty.

This Warranty includes **Contain Water Systems Inc.** manufactured equipment only and does not extend to other suppliers' equipment or materials. **Contain Water Systems Inc.**, shall not be responsible for the cost of removal or reinstallation of any defective Product, nor for any other expenses or damages which might be incurred in such removal or reinstallation nor for any damages that may be caused to any other property or thing due to the failure of a defective component. Customer will not make any representations or warranty relating to the Product on behalf of **Contain Water Systems Inc.** Customer shall promptly notify **Contain Water Systems Inc.** in writing of any Customer complaints or claims and shall follow the reasonable instructions from **Contain Water Systems Inc.** regarding the handling of such claims.

Customer shall create their own warranty for distribution to the Customer's - customers.

Contain Water Systems Inc. Standard Limited Warranty only covers major material defects and includes no labor cost for warranty investigation or correction.

Contain Water Systems Inc. reserves the right to change models and specifications at any time without notice or obligation to improve previous models.

This warranty does not cover white rust. Galvanized materials are subject to unsightly "white rust" if moisture is allowed to penetrate the wall sheets or roof bundle. To avoid this condition, upon delivery of the tank kit, the kit should be stored in a heated dry location.

If there has been any exposure to moisture, then the wall sheets and roof panels should be separated in order to allow for air to dry the wall sheets.

This warranty does not cover aesthetic inconsistencies in hot dip galvanization. Products are warranted for corrosion resistance (coating thickness and adherence) only.



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WARRANTY WILL BE VOID FOR ANY OF THE FOLLOWING REASONS:

1.
If the components are installed by anyone other than a factory trained **Contain Water Systems Inc.** certified tank assembly crews or an assembly crew overseen by a certified **Contain Water Systems Inc.** instructor. Certified installation teams must hold valid / current certification tickets during the installation phase and during the warranty claim phase or the warranty may be rejected. All certification obligations must be met in full accordance with each project or the warranty may be rejected.
2.
If the components are not installed in accordance with instructions issued by **Contain Water Systems Inc.**
3.
If all components of the system are not original equipment supplied by **Contain Water Systems Inc. (Exceptions are approved exterior conveyance equipment).**
4.
If the tank is used for storage of any materials other than potable or non-potable water. (without approval).
5.
If the tank is installed at any site for which the Customer has not disclosed to **Contain Water Systems Inc.** the site climatic conditions in advance of any product order. This is required for application, geographic, wind, snow loading and usage requirements.
6.
If there is any malfunction, damage or failure resulting from misuse, abuse, negligence, alteration, accident, misapplication of specifications or lack of proper maintenance
7.
If there is any consequential or special damage as a result of any defect in the product. "Consequential" or "Special Damages" as used herein include but are not limited to lost or damaged products or goods, costs of transportation, lost sales, lost orders, lost income, increased overhead, labor, and incidental costs and operational inefficiencies.



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8.
Standard water tank design is for Seismic Zone 2B (Seismic Design Category C) conditions, 165 MPH (UBC) (With 24" of water), 110 MPH (When empty) and 30 PSF roof live load. Any other loading condition must be specifically requested prior to order.
9.
Damage caused by either ice or freezing conditions. Heaters, circulators and insulation is the responsibility of the customer to request.
10.
Damage caused by acidic environmental conditions.
11.
Damage caused by direct contact of AC condensate or distilled water to the galvanized steel.
12.
If the tank is installed outside of the United States of America unless otherwise agreed to in writing by a principal of **Contain Water Systems Inc.**

REQUIRED WARRANTY REGISTRATION

CUSTOMER:

PROJECT NAME:

INSTALL DATE:

ADDRESS:

CITY:

STATE:

ZIP:



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OR GPS COORDINATES:

Phone Number & User Name:

I understand the terms and conditions set forth in this warranty agreement.

Authorized Rep

Date: _____, _____



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