

Hoover Materials Handling Group, Inc. Limited Warranty (US Domestic Purchases)

Limited Warranty – Purchased Tanks

Hoover Materials Handling Group, Inc. ("HMHG") warrants its equipment against failure due to defects in design, materials and workmanship for a period of 30 months following the date of the corresponding invoice, limited as follows:

- HMHG warrants the tank body only and not any parts or additions thereto
- The warranty is null and void if the Buyer makes any modifications to the equipment after purchase, adds incompatible substances to the equipment (including but not limited to storing incompatible chemicals) or otherwise fails to use ordinary care in the use and maintenance of the equipment
- The equipment must be installed, maintained and inspected in accordance with the applicable specifications and any subsequent maintenance procedures of which the Buyer has written notice, and any applicable governmental codes and regulations
- The warranty is contingent upon HMHG having received payment in full for the subject equipment in advance of any warranty claim

Limited Warranty – Rental Tanks

Hoover Materials Handling Group, Inc. ("HMHG") warrants its equipment against failure due to defects in design, materials and workmanship for the rental contract period and will replace any tank proven to be defective in material or workmanship. This warranty is limited as follows:

- HMHG warrants the tank body only and not any parts or additions thereto
- The warranty is null and void if the Buyer makes any modifications to the equipment after purchase, adds incompatible substances to the equipment (including but not limited to storing incompatible chemicals) or otherwise fails to use ordinary care in the use and maintenance of the equipment
- The equipment must be installed, maintained and inspected in accordance with the applicable specifications and any subsequent maintenance procedures of which the Buyer has written notice, and any applicable governmental codes and regulations
- The warranty is contingent upon client account being in good standing with HMHG and all payment terms of rental contract have been met

What is Not Covered by this Warranty

HMHG does not warrant paint, linings, decals, or any accessory items such as vents, pumps, gauges, etc.; (2) labor costs or other installation costs for tank repair or replacement; (3) damage to the tank or other property resulting from incompatible product, the accumulation of water in the tank; or (4) damage caused by other improper operating or maintenance practices.

Warranty Procedures

Upon discovery of a suspected tank failure or leak, the Buyer shall give HMHG written notice of the suspected tank failure or leak and permit HMHG or its designated representative to inspect the tank and all specifications on the tank, the repair and modification records, use records (what has been stored), visual inspection records, photographs of the tank on site, and any additional information HMHG may reasonably request.

Upon HMHG's determination that the tank failure or leak is covered by this Limited Warranty, HMHG at its sole option shall: (1) repair the tank; (2) replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original tank; or (3) refund the purchase price of the original tank. If HMHG is unable to repair or replace the tank, it shall refund the original purchase price of the equipment.

Limitation of Liability and Exclusion of Other Remedies and Damages

The foregoing remedy of repair, replacement or refund shall constitute the sole and exclusive remedy of the Buyer. Under no circumstances, shall the liability of HMHG under this warranty, exceed the purchase price of the equipment. IN NO EVENT SHALL HMHG BE LIABLE FOR CLAIMS OF PERSONAL INJURY OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE TANK OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COST, CLAIMS OF CUSTOMERS OF THE BUYER FOR SUCH DAMAGES, OR FOR DAMAGE TO PROPERTY, WHETHER SUCH CLAIM SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THIS LIMITED WARRANTY, OR EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF THE TANK.

Consumer Notice

The exclusion of indirect or consequential damages and the limitation of implied warranties herein may not be applicable to purchasers who are deemed "consumers" and who reside in states that do not allow the limitation of implied warranties or the exclusion of indirect or consequential damages otherwise applicable to consumers. Moreover, if you are deemed a "consumer", you may have specific legal rights in addition to those set forth in this warranty, which rights vary from state to state.