

LIMITED WARRANTY POLYETHYLENE TANKS

1. Extent and Duration of this Warranty:

Your Den Hartog polyethylene tank is warranted to be free from defects in materials and workmanship under normal use and service for the following periods after date of purchase by the original owner when properly installed, used and maintained:

- Poly Stock Tanks.....24 months
- Septic/Cistern Tanks.....60 months
- Other Poly Tanks.....60 months
- Free Standing Leg Tanks 2350 gallons or over will carry a prorated warranty.....60 Months Prorated
(0-36 months – 100%. 37-48 Months – 75%. 49-60 Months – 50%)

Any Den Hartog polyethylene tank product found to be defective in materials or workmanship will be dealt with under the repair and replacement procedure described in this policy.

In the event replacement product is issued, the warranty available for that product shall be the time remaining from the original purchase.

THIS WARRANTY DOES NOT APPLY TO ANY COMPONENT PARTS OR ACCESSORIES USED WITH THE TANK THAT ARE NOT MANUFACTURED BY DEN HARTOG INDUSTRIES, INC.

2. Manufacturer and Warrantor:

Den Hartog Industries, Inc.
4010 Hospers Drive South
P.O. Box 425
Hospers, IA 51238-0425
(712) 752-8432

3. Repair or Replacement Procedure:

If your Den Hartog polyethylene tank product develops a defect during the warranty period, promptly notify our customer service department. Until such notice is received warrantor will not be responsible for any repair, replacement, or partial refund. Notice received more than sixty (60) days after the warranty period will not be valid and the warranty will not apply.

Upon receipt of timely notice from you, and proof of defect, warrantor will have a choice of options at its sole discretion.

- a) Warrantor may require you at your own expense to deliver or ship the product to its factory or authorized dealer. Any defective, warranted product will be repaired or replaced and returned to you or your authorized dealer free of charge. Any part returned to warrantor, and found not to be defective, will be returned to you freight collect with explanation.
- b) Warrantor may ship a new product to its dealer to be exchanged free of charge for the defective product returned by you.
- c) Warrantor may ship or deliver a replacement product to you at your address.
- d) Warrantor may refund the product's pro-rated value based on normal life span upon return of the product to it or its authorized dealer.
- e) Warrantor may choose another, reasonable procedure to compensate the purchaser.

4. Limitations on Warranty Coverage:

Coverage under this warranty will be effective only when a copy of the original invoice, showing date and location of purchase, accompanies any claim for warranty.

Warrantor has no liability whatsoever and this warranty is null and void if any Den Hartog product has been misassembled or subjected to neglect, negligence, misuse, accident or used in any way contrary to use and maintenance instructions.

This warranty does not cover any product that has been altered or modified so as to affect the product's use, performance or durability, or that has been modified to change the intended use of the product.

In addition, the warranty does not extend to repairs made necessary by abnormal use, damage, unreasonable use including failure to provide reasonable and necessary maintenance, by use of parts, accessories or other equipment which are incompatible with Den Hartog product, including but not limited to state of the art changes, without assuming any obligation to modify any product previously manufactured.

Warrantor has a policy of continuous product improvement. We reserve the right to change or improve design of any Den Hartog product, including but not limited to state of the art changes, without assuming any obligation to modify any product previously manufactured.

5. Implied Warranties Excluded:

All implied warranties are expressly excluded.

6. Limitation of Consequential Damages:

Warrantor's responsibility under this warranty extends solely to repair or replacement of your Den Hartog product and its component parts. Warrantor does not assume responsibility for, nor shall it be liable for, any special, incidental or consequential damages. Specifically, warrantor assumes no responsibility to the owner for loss of use of the product, loss of time, inconvenience or other damage consequential or otherwise, including, but not limited to loss of revenue or earnings; expense of transporting the product; travel time; telephone, fax, overnight delivery, or postage charges; road service/towing charges; rental during the time warranty repairs are being performed; travel or lodging costs; loss or damage to personal property; or any other losses.

Some states do not allow exclusion or limitation of incidental or consequential damages, so above exclusion or limitation may not apply to you.

7. Purchaser's Rights:

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

8. Exclusive Warranty:

This is the only warranty made by the warrantor on the product and no agent, employee, or other person is allowed to change or add to this warranty. This warranty extends solely to repair or replacement of your Den Hartog product. Warrantor does not assume any liability or responsibility not expressly covered by this limited warranty. This warranty supersedes all other warranties, written or implied.

No other express warranty has been made or will be made on behalf of warrantor with respect to this Den Hartog product or its construction, use, repair, or replacement.

- Reference document WIR7.5-57