

Water Intrusion Warranty and Disclaimers

A. PRODUCT WARRANTY SPECIFIC NOV FIBER GLASS SYSTEMS SUMP ENTRY FITTINGS (SEF's) USED WITH UNDERGROUND DISPENSER CONTAINMENT (UDC) AND UNDERGROUND STORAGE TANK (UST) FIBERGLASS SUMPS

Supplemental to other Standard Product Warranties for defects in materials, workmanship and corrosion, NOV Fiber Glass Systems further warrants that connections made to flat surfaces of underground sumps, made completely of fiberglass-reinforced thermosetting resin materials and outfitted with NOV Fiber Glass Systems Bonded Sump Entry Fittings – Termination Style (ref. FH1265), properly installed according to NOV Fiber Glass Systems Installation Instructions, by a Certified Installer, certified by an NOV Fiber Glass Systems authorized Installation Trainer and registered in the NOV Fiber Glass Systems Certified Installer records, will not allow intrusion of groundwater into the underground sump through the wall of the sump where the SEF is assembled during a period of thirty (30) years after the date of installation and successful sump tightness testing. If any such SEF assembly is found to be the source of residual groundwater found in the sump during the warranty period, NOV Fiber Glass Systems will repair or replace the deficient fitting/assembly and restore the sump to leak-tight condition at their cost. Such repair or replacement is to be done by a Certified Installer designated by NOV Fiber Glass Systems on a case-by-case basis in a timely fashion.

B. GENERAL WARRANTY EXCLUSIONS

The warranty identified above shall be void and of no further effect if: (1) the NOV Fiber Glass Systems supplied products have been subjected to any accident, faulty installation by unauthorized installation providers, misapplication, abuse or misuse, sabotage or acts of God; (2) customer has used the goods after discovery of a defect without prior written consent by NOV Fiber Glass Systems after inspection; (3) customer refuses to permit NOV Fiber Glass Systems authorized personnel to examine the goods to determine the nature of the defect or damage; (4) modifications, repairs or replacements have been made prior to NOV Fiber Glass Systems performing a site inspection or examination of the suspect material; (5) no records are available to identify the SEF was installed by an NOV Fiber Glass Systems Certified Installer or no records of a successful and registered (with the Authorities Having Jurisdiction) sump tightness test are retrievable.

The warranty also does not apply to any fuel contamination of soil surrounding the sump or any soils requiring remediation or any other environmental activities of the fuel system.

C. NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

In no event shall NOV Fiber Glass Systems have any liability for any incidental or consequential damages, including without limitation, loss of anticipated profits, loss by reason of shutdown, start-up, non-operation, or increased expenses of operation of any business, inspections, laboratory evaluations or failure analysis or repairs not authorized in writing by NOV Fiber Glass Systems, and the like.

D. EFFECTIVE DATE

These warranty and disclaimers apply to and are effective to all warranted products sold on or after January 1, 2014.

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