LIMITED WARRANTY
Aboveground Products

Xerxes Corporation ("Xerxes") warrants to the original owner ("Owner") that all aboveground tanks, accessories, pipes, ducts or other goods (collectively "Goods"), if installed, used and maintained in the United States in accordance with Xerxes' published specifications, installation instructions and operating guidelines, Owner's specifications, and all applicable laws and regulations, will not fail due to material defects in materials and workmanship for a period of one (1) year from date of original delivery by Xerxes.

Owner's sole and exclusive remedy for breach of warranty relative to any Goods proved upon Seller's inspection to have been defective when shipped is limited at Seller's option to: (a) repair of the defective Goods, b) delivery of replacement Goods to the point of original delivery, or c) refund of the original purchase price. A claimant must give Seller the opportunity to observe and inspect the Goods and system prior to removal, or the claim will be forever barred. All claims must be made in writing promptly and in any event within one (1) year after failure of the Goods, or be forever barred. No allowance will be granted for any repairs or alterations made by Owner without Seller's written consent.

The foregoing warranty does not extend to Goods damaged due to acts of God, fire, flood, earthquake, war, terrorism, or failure of Goods caused, in whole or in part, by misuse, improper installation, storage, servicing, maintenance, or operation in excess of their rated capacity, or contrary to their recommended use, whether intentional or otherwise, or any other cause or damage of any kind not the fault of Xerxes. Xerxes only warrants repairs or alterations performed by Xerxes or its authorized contractors. Xerxes does not warrant any product, components or parts manufactured by others.

This warranty does not extend to Goods damaged by chemical reaction or other wear caused by the presence of materials or conditions not included in the Owner's specifications provided to and accepted in writing by Xerxes, or to Goods which have been repaired or altered in any manner without Xerxes' prior written consent.

THE FOREGOING WARRANTY CONSTITUTES XERXES' EXCLUSIVE OBLIGATION AND XERXES MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, REPAIR, REPLACEMENT, MATERIALS OR ANY SERVICE, ADVICE OR CONSULTATION, IF ANY, FURNISHED TO OWNER BY XERXES OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THE SELLER (XERXES) UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. THE SELLER (XERXES) ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU (OWNER) MAY BE BUYING THESE GOODS, EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT. THE REMEDIES SET FORTH IN THE ABOVE WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF XERXES. XERXES SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PERSON OR ENTITY FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION UNDER THIS WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. IT IS EXPRESSLY AGREED THAT THIS WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE. XERXES SHALL HAVE NO LIABILITY FOR COSTS OF INSTALLATION OR REMOVAL OF GOODS, ENVIRONMENTAL CONTAMINATION, FIRES, EXPLOSIONS, OR ANY OTHER CONSEQUENCES ALLEGEDLY ATTRIBUTABLE TO A BREACH OF WARRANTY, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY DESCRIPTION, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE. IN NO EVENT SHALL XERXES TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS WHICH GAVE RISE TO SUCH LIABILITY.

Consumer Notice: This warranty gives you (Owner) specific legal rights. You (Owner) may also have other rights which vary from state to state.

Effective: 6/1/05

XERXES®
CORPORATION

Corporate Office • 7901 Xerxes Avenue South, Minneapolis, MN 55431-1288 • (952) 887-1890