



20-YEAR WARRANTY Pioneer®Water Tankand Liner

PIONEER WATER TANKS INC. (Acer) warrants the steel structure of the tank body (including original attachments), and water retaining liner membrane (Steel Water Tank and Liner) of each new Pioneer® water tank against defects in material and/or workmanship resulting in leakage, for a period of 20 (twenty) years from the date of installation. The liability of Pioneer under this warranty is 100% of the approved costs (as defined herein) during the first 5 (five) years from date of install and a pro-rata share of the approved costs after the initial 5 (five) year coverage. Coverage of approved costs is 75% at the beginning of year 6 (six) and declines 5% per year thereafter.

APPROVED COSTS

Subject to limitations and qualifications as described herein, if a claim is made under this warranty Pioneer will, at its sole discretion, either repair or replace the tank body and /or liner should leakage have developed due to a fault in material and/or workmanship within the warranty period.

At time of warranty claim, Pioneer will evaluate the claim and provide the tank owner with the estimated current repair or replacement cost, in advance of any work performed. Tank owner's required contribution towards repair or replacement cost will be calculated according to the remaining percentage of coverage under the warranty as stated above.

This warranty is fully transferable to new tank owners where a tank remains installed in its original location and the new tank owners have notified Pioneer in writing within 1 (one) month of the transfer of ownership.

LIMITATIONS AND QUALIFICATIONS

Subject to Pioneer's obligations under applicable laws that cannot be excluded, modified, or restricted under law:

1. This warranty is conditioned upon:

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- a. Submittal of warranty documents to Acer by dealer or tank owner within 30 (thirty) days of installation.
- b. Pioneer being notified of any defect within 30 (thirty) days of the defect becoming apparent and, in any event, prior to the end of the warranty period.
- c. Verification of original tank installation by an Pioneer authorized installer.

2. Warranty shall apply, provided the following conditions are met:

- a. Tanks installed on either a clean inert sand pad, engineered concrete slab or engineered ring beam foundation and with inert aggregate placed around the tank and in accordance with Pioneer's recommendations.
- b. Tanks fitted with a steel dome roof at time of installation.
- c. Tanks installed by Pioneer personnel or authorized installers.



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- d. Tanks where the anodes are replaced no later than 5 years from installation date and every 5 years thereafter.
- e. Tanks where regular maintenance has been carried out in accordance with the Owner's Manual and Maintenance document.
- f. Tanks where Pioneer has received payment in full.

3. Warranty shall not apply in the event of any of the following situations:

- a. Damage from tank pad and foundation settlement or movement.
- b. Storage of products other than water, or water that does not meet minimum standards set forth by Pioneer detailed herein:
 - i. Water stored in tanks must maintain a PH level of 5-10.
 - ii. Chlorine must not exceed levels appropriate for the tank liner used. It is recommended that chlorine be added via a controlled dosing system (do not use shock treatment or tablets).

- 1. Aqualiner® acceptable chlorine levels: 3-5 ppm maximum
- 2. Industratex® acceptable chlorine levels: 50 ppm maximum

iii. Ozone is extremely corrosive to metal tanks. All treatments using ozone should take place in a separate tank prior to delivery of the water to its end use. Do not add ozonated water back to the Pioneer Water Tank under any circumstances.

- c. Damage to the liner from exposure to the sun. The liner must remain covered at all times.
- d. Misuse or abuse of the tank or liner.
- e. Accidental or malicious damage to the tank or liner.
- f. Natural disaster (including without limitation fire, flood, tornado, earthquake and hurricane) or force majeure.
- g. Damage from vegetation or root intrusion.
- h. Damage caused by vermin, pest or livestock.
- i. Corrosion or fading of the tank exterior or any other components, accessories, fittings or fixtures caused by adverse environmental conditions or due to the presence of unauthorized fittings or fixtures (e.g. electrolysis due to dissimilar metals).
- j. Damage as a result of long term unreported leakage.
- k. Unauthorized modifications, alterations and/or additions to the tank or its fittings or any damage caused by such modifications, alterations and/or additions.
- l. Relocation of the tank other than by Pioneer or its authorized installers.

OTHER CONSIDERATIONS

In the event of a tank(s) being repaired and/or fitted with a new liner by Pioneer or its authorized installers, this warranty shall not be extended and shall apply only for the remainder of the original warranty period. The terms and conditions set out in this warranty constitute the entire agreement between Pioneer and the tank owner with respect to the subject matter. This warranty will not be superseded, amended, diminished, replaced, excluded, omitted or otherwise affected by any other terms or



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conditions whatsoever without the express written permission of the General Manager or a Director of Pioneer.

The benefits conferred by this warranty are in addition to all rights and remedies granted by law provided that, to the extent permitted by law, Pioneer excludes any other warranties and conditions (express or implied) in relation to the tank and liner, including (without limitation) any warranty relating to its description, quality or fitness for purpose. Where Pioneer's liability may be limited by law, Pioneer's liability in relation to any defect in, or supply of, the tank and/or liner is limited, at its sole option, to the repair of the goods, the replacement of the goods or the cost of the replacement or repair of the goods.

To the maximum extent permitted by law, Pioneer is not responsible for any direct, indirect, special, incidental or consequential losses or damages (including loss of water or consequential damage caused by leakage) resulting from any breach of warranty or condition or any defect in the tank and/or liner.

Tank owner will bear the cost of submitting a claim under this warranty.

To initiate a claim under this warranty, contact Pioneer Water Tanks at 916-425-5205.



TANK INFORMATION:

| | |
|----------------------------|--|
| Tank Type | |
| Serial Number | |
| Job Number | |
| Owner | |
| Site Address / Coordinates | |
| Installation Date | |
| Authorized Installer | |

AUTHORIZED BY:

Ashlea Keith

Ashlea Keith, Acer Water Tanks Inc.

Date