

OUTSIDE OF THE US AND CANADA LIMITED WARRANTY POLICY FOR UPP BRANDED PIPING AND CONTAINMENT SYSTEMS

THIS WARRANTY SETS FORTH FRANKLIN FUELING SYSTEMS' SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCT.

Franklin Fueling Systems ("FFS") warrants that its products are free from defects in materials and workmanship that exist at the time of sale by FFS and which occur or exist within the applicable warranty period. This warranty applies to sales outside the US and Canada.

I. DEFINITIONS:

"Comprehensive UPP Piping and Containment System" means an entire underground piping system sold by FFS and installed during a single installation process as a complete, new and comprehensive underground piping system that includes new UPP double wall piping, pipe fittings, boots, dispenser sumps, tank sumps (excluding collar mount fiberglass tank sumps supplied by others), and tank fitting adapters, on property owned or leased by the purchaser/end user at which (a) any UPP or other brand of underground piping or other underground piping system components previously installed anywhere on such property have been properly removed and replaced by the new UPP/FFS Inc. brand underground piping system, (b) any underground piping or piping system components installed after installation of the new UPP underground piping system are solely UPP/FFS Inc. manufactured piping and components, and (c) no portion of any piping or other component of the UPP/FFS Inc. piping system has been installed aboveground.

"Comprehensive Aboveground UPP System" means an entire aboveground piping system sold by FFS and installed during a single installation process as a complete, new and comprehensive aboveground piping system that includes new UPP product piping, pipe fittings on property owned or leased by the purchaser/end user at which (a) any UPP or other brand of aboveground piping or other aboveground piping system components previously installed anywhere on such property (other than stainless steel containment sumps) have been properly removed and replaced by the new UPP aboveground piping system, (b) any aboveground piping or piping system components (other than stainless steel containment sumps) installed after installation of the new UPP aboveground piping system are solely UPP brand piping and components, (c) only stainless steel containment sumps are installed aboveground, and (d) all portions of any rubber entry boot or other aboveground piping system component made of rubber are installed only in locations in which they are protected at all times from exposure to UV sunlight.

"Franklin Fueling Systems," and "FFS" mean Franklin Fueling Systems GmbH, Rudolf-Diesel-Strasse 20, Wittlich, Germany.

"Primary Pipe Failure" means that a breach has occurred in the primary pipe, such that liquid from the inside of the primary pipe is escaping to a secondary containment, e.g., a secondary pipe, a secondary sump, or into the environment.

"Safe Suction System" means a system using suction pumps to dispense fuel with no line restrictions or check valves at the storage tank.

II. APPLICABLE WARRANTY PERIODS BY PRODUCT

Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive UPP Piping and Containment System which is continuously monitored by a Fuel Management/Leak Detection System manufactured by FFS and which is equipped with electronic piping and sump sensors will be covered by this Limited Warranty for a period of fifteen years from the date of original installation, provided that there is a Primary Pipe Failure, as defined in Section I of this Limited Warranty.

Secondary Contained Pipe and Pipe Fittings Installed in an Underground Comprehensive UPP Piping and Containment System without a Fuel Management/Leak Detection System manufactured by FFS and which is equipped with electronic piping and sump sensor will be covered by this Limited Warranty for a period of ten years from the date of original installation, provided that there is a Primary Pipe Failure, as defined in Section I of this Limited Warranty.

Secondary Contained Pipe and Pipe Fittings which are installed in a Comprehensive Aboveground UPP Piping and Containment System which is continuously monitored by a Fuel Management/Leak Detection System manufactured by FFS and which is equipped with electronic piping and sump sensors will be covered by this Limited Warranty for a period of five years from the date of original installation, provided that there is a Primary Pipe Failure, as defined in Section I of this Limited Warranty.

Single Wall Safe Suction System and Pipe Fittings Installed in an Underground Comprehensive UPP Piping and Containment System which is continuously monitored by a Fuel Management/Leak Detection System manufactured by FFS and which is equipped with sump sensors will be covered by this Limited Warranty for a period of ten years from the date of original installation, provided that there is a Primary Pipe Failure, as defined in Section I of this Limited Warranty.

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II. APPLICABLE WARRANTY PERIODS BY PRODUCT (continued)

Single Wall Safe Suction System and Pipe Fittings Installed in an Underground UPP Piping System with Containment Sumps not manufactured by FFS, without a Fuel Management/Leak Detection System manufactured by FFS and which is equipped with sump sensors will be covered by this Limited Warranty for a period of five years from the date of original installation, provided that there is a Primary Pipe Failure, as defined in Section I of this Limited Warranty.

Pipe and Pipe Fittings not installed in a Comprehensive UPP Piping and Containment System will be covered by this Limited Warranty for a period of one year from the date of original installation or for 18 months from the date of manufacture, whichever period is shorter.

UPP Tools and FFS Tools will be covered by this Limited Warranty for a period of one year from the date of the FFS invoice.

III. INSTRUCTIONS AND LIMITATIONS APPLICABLE TO THIS POLICY

1. All warranty claims must be submitted in writing to FFS promptly after the discovery of a defect. In no event may any warranty claim be submitted more than 30 days after the end of the applicable warranty period.
2. All warranty claims must have a written "Returned Goods Authorization" (RGA) from FFS and the RGA number must be affixed to the returned product. All returned equipment must be shipped freight prepaid to the following address for inspection:

UPP Products:
Franklin Fueling Systems GmbH
Rudolf-Diesel-Strasse 20
Wittlich, Germany

3. In order for a warranty claim to be properly submitted, the "Piping and Containment System Warranty Checklist" and the "Warranty Start-Up" forms must be (a) properly completed; (b) signed by the factory certified installer; (c) signed by an authorized representative of the purchaser/end user; and (d) returned to FFS within the time frame set forth in paragraph 1 of this section.
4. A Sump Inspection Register Form must also be properly completed and kept on site where the UPP Piping and Containment products are installed, and made available for FFS's inspection and copying upon request.
5. FFS, upon inspection at its facilities and after determination of a warranty claim, will, at its option, repair or replace defective parts returned to FFS's facility. Repaired or replaced parts will be returned freight prepaid by FFS.
6. This warranty policy does not cover any labor or shipping charges. FFS shall not be liable for any costs or charges attributable to any product testing, maintenance, installation, repair or removal, or for any tools, supplies, or equipment needed to install, repair, or remove any product.
7. All Piping and Containment System products must be installed by factory certified installers and in accordance with published UPP/FFS installation instructions. Use of service personnel other than factory certified installers without prior written approval by FFS will void the warranty.
8. For each location where the UPP Piping and Containment products are installed, either 1) liquid sensors must be properly installed in each containment sump or 2) monthly visual inspections of all tank and dispenser sumps must be performed.
 - a. If conducting monthly visual inspections: those inspections must be logged on FFS's Sump Inspection at the time they are performed.
 - b. If sump sensors are installed: they must be tested annually and those test results must be logged on FFS's Sump Inspection Register immediately after they are performed.

Any leaks detected by liquid sensors, inspections or other observations must be immediately corrected. Any leaks that are detected but not acted upon immediately will void the warranty.

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THIS WARRANTY DOES NOT APPLY TO THE FOLLOWING:

1. Any product not installed, applied, maintained and used in accordance with FFS's published instructions and with generally accepted industry standards.
2. Any product that has been subject to misuse, misapplication, neglect, alteration, acts of God, acts of terrorism, acts of war, fire, improper installation or use, improper maintenance or repair, damage or casualty.
3. Any product that is operated with any accessory, equipment, component, or part not specifically approved by FFS.
4. Use of replacement parts not sold by FFS, the unauthorized addition of non-FFS products to other FFS products, and the unauthorized alteration of FFS products.
5. Any containment system where entry boots are installed in the bottom of any containment sump.
6. Products that utilize electronic or mechanical line leak detection equipment that is not properly installed, operated, and maintained in proper working order, on the property and at all times post installation.
7. UPP Piping and Containment products that are not installed using only clean backfill materials that meet the requirements described in UPP's/FFS's printed installation instructions. Backfill must not be contaminated with any petroleum product or other contaminant.
8. All warranties are non-transferable. FFS reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements upon its product without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products already manufactured. FFS further reserves the right to substitute parts or components of substantially equal quality in any warranty service required by operation of this Limited Warranty.

This written Limited Warranty is the entire warranty authorized and offered by FFS. There are no warranties or representations beyond those expressed in this written documents. This written Limited Warranty cannot be amended by any dealer, sales person or agent.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. CORRECTION OF NON-CONFORMITIES, IN THE MANNER AND FOR THE PERIOD OF TIME AS SET FORTH ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF FFS TO THE PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE.

FFS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUCH AS, BUT NOT LIMITED TO:

DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF USE OF EQUIPMENT, FACILITIES OR SERVICE, LOSS OF PROFIT OR SALES, COST OF PURCHASES OR REPLACEMENT GOODS, CLAIMS OF CUSTOMERS OF THE PURCHASER, FAILURE TO WARN AND/OR INSTRUCT, LOSS OF FUEL OR OTHER PRODUCTS, OR COSTS OF ENVIRONMENTAL REMEDIATION, OR DIMINUTION IN PROPERTY VALUE. THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF FFS SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

This Limited Warranty gives you specific legal rights. You may have other rights, which vary from state to state and country to country. Where any term of this warranty is prohibited by such laws, it shall be null and void, but the remainder of this warranty shall remain in full force and effect.

ANY LITIGATION RELATED TO THIS LIMITED WARRANTY POLICY OR THE FFS PRODUCT MUST BE MAINTAINED IN EITHER THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA, FORT WAYNE DIVISION (OR ANY SUCCESSOR JURISDICTION) OR IN A STATE COURT SITTING IN ALLEN COUNTY, INDIANA. YOU HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE APPLICABLE FEDERAL OR STATE COURTS SPECIFIED HEREIN AND IRREVOCABLY WAIVE ANY OBJECTION YOU MAY HAVE HAD BASED UPON IMPROPER VENUE, FORUM NON CONVENIENS, OR OTHER SIMILAR DOCTRINES OR RULES. THE INTERNAL LAWS OF THE STATE OF INDIANA SHALL GOVERN THE INTERPRETATION OF, OR ANY DISPUTE ARISING UNDER OR RELATING TO, THIS LIMITED WARRANTY POLICY.