



Roth Industries, Inc. ("Roth")

Limited Warranty Certificate

for Tanks installed on or after January 1, 2012

Serial Number: \_\_\_\_\_

**Warranty:**

The Roth Double Wall Tank ("Roth Eco DWT plus 3" or "Product") is constructed with an inner tank, which is the primary oil storage tank, and an outer containment tank, which is the secondary containment basin. The inner tank is made of corrosion proof polyethylene. The outer containment tank is made of corrosion resistant galvanized steel.

Provided that:

1. the Roth Eco DWT plus 3 is installed in accordance with the applicable installation instructions and specifications by a Roth Certified Installer, and
2. the Roth Eco DWT plus 3 is used for its intended purpose, and in particular is used for storage only of domestic heating fuel oil or diesel fuel for home heating ("Heating Fuel") and in strict accordance with the Roth Eco DWT plus 3 manuals, instructions and specifications furnished by Roth,

**ROTH WARRANTS THE PRODUCT AGAINST LEAKAGES CAUSED BY DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THIRTY (30) YEARS FROM THE WARRANTY START DATE SET FORTH BELOW ("Warranty Period"), SUBJECT TO ORDINARY WEAR AND TEAR AND NORMAL USE, AND SUBJECT TO THE TERMS OF THIS LIMITED WARRANTY.**

This warranty applies solely and exclusively to a defect in materials or workmanship to the Product, and not to any defect in materials or workmanship of any other items, including but not limited to the fill, vent and/or return system (including the seals), multiple tank connections and other accessories and/or the improper handling, installation or filling of Heating Fuel into the Product.

This warranty shall remain in effect for the original purchaser ("Purchaser") and subsequent transferees, but only while the tank remains at the site of original installation. Roth's sole and exclusive obligations, arising from, as a result of, or in connection with this Limited Warranty or the Product shall be limited to the following:

1. Product Repair or Replacement: Commencing on the warranty Start Date defined below for a period of thirty (30) years thereafter (the "Warranty Period"), Roth shall (i) at its

discretion, either repair the Product or provide a replacement product (or 100% credit towards the purchase price of a replacement product) of similar size, design and quality, and

2. Labor Costs, Shipping, Insurance: Commencing on the warranty Start Date through the first ten (10) years of the Warranty Period, Roth shall pay all labor costs associated with such repair and/or replacement, all of which shall be at Roth's expense, up to a maximum of one thousand (\$1,000) USD in each case. Purchaser shall be responsible for payment of the costs of shipping, freight and insurance on any replacement product, all of which shall be at Purchaser's expense.
3. Property Damage to Purchaser's Property: Commencing on the warranty Start Date through year ten (10) of the Warranty Period, Roth shall also reimburse Purchaser, up to a maximum amount of \$2 million USD, for the costs and expenses incurred by Purchaser for damage to Purchaser's property directly and proximately caused by a leakage of Heating Fuel from a defective Product, including any and all On-Site environmental cleanup or remediation. On-Site cleanup or remediation means the taking of reasonable steps and the incurring of reasonable expenses for the response, abatement, investigation and removal actions required by law due to a leak on lands owned or controlled by the Product owner where the Product is located, but shall exclude any responsibility to remediate any contamination of adjoining lands or ground water and subject to the above limitations and exclusions. Roth Industries will directly perform the On-Site cleanup required to a reasonable standard and up to a maximum of \$2 million (inclusive of all costs and expenses whatsoever).

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS LIMITED WARRANTY, ROTH HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The obligations of Roth under this Limited Warranty shall not apply in the event that the Product (i) has been installed, assembled or repaired by anyone other than Roth or an authorized Roth installer, representative or dealer; (ii) has been altered in any manner whatsoever; (iii) has been subject to misuse, neglect, abuse, improper storage, alteration, improper or insufficient maintenance, unauthorized repairs, an accident or accidents, fire, flood, earthquake other casualty or acts of God, act of war, or hostile disturbance; (iv) has had its serial number altered, effaced or removed; (v) has been assembled or installed other than in accordance with the

Product instructions and specifications furnished by Roth; (vi) has been used for a function or application other than that for which it was designed, i.e., solely as a storage tank for Heating Fuel; or (vii) has been subjected to improper handling, filling or overfilling of the Product.

**Warranty Start Date; Warranty Period; Additional Conditions:**

1. The Product warranty period shall start from the date of installation, on condition that the Product is installed within twelve (12) months of the date of manufacture of the Product and the date of installation can be reasonably ascertained by Roth. If the Product was installed more than twelve (12) months after the date of its manufacture, or if the date of installation cannot be reasonably ascertained, Roth may determine, in its reasonable discretion, that the Warranty Period begins as of the date of manufacture of the Product ("Start Date").
2. The Warranty Period shall be for thirty (30) years after the Start Date ("Warranty Period").
3. THIS LIMITED WARRANTY SHALL BE VOID IF THE PRODUCT IS MOVED FROM THE PLACE OF ORIGINAL INSTALLATION OR IF THE PLACE OF ORIGINAL INSTALLATION CANNOT BE ASCERTAINED IN THE REASONABLE DISCRETION OF ROTH.
4. The installation, assembly and use of component parts in connection with the Product from sources other than Roth or its authorized installers, representatives or dealers shall void the obligations of Roth under this Limited Warranty. Roth expressly disclaims any liability arising out of any combination of the Product with the products of third-parties.

**Limitation of Liability**

Roth's sole and exclusive liability for any claim arising from, as a result of, or in connection with this Limited Warranty or the Product shall be limited exclusively to the terms of this Limited Warranty, whether such claim is based on breach of warranty, tort, negligence, strict liability, product liability or otherwise. **ROTH, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM, AS A RESULT OF OR IN CONNECTION WITH THIS LIMITED WARRANTY OR THE PRODUCT.**

No cause of action, regardless of form, arising from or in any manner connected with this Limited Warranty or the Product may be brought against Roth more than one (1) year after the date such cause of action accrued.

This is a Limited Warranty which gives you specific legal rights, and you may have other rights which vary from state to state or province to province. This Limited Warranty is valid only for tanks installed in the United States and Canada on or after January 1, 2012. This Limited Warranty is governed by the laws of the State of Delaware.

**Warranty Claim**

1. In the event of an alleged defect in the Product, please call customer assistance immediately without delay at Ph: 888-266-7684 to obtain a Service Order Number, and to arrange for an inspection of the Product by Roth or its authorized installer, representative or dealer.
2. Purchaser must also notify Roth in writing at the address below of the leakage caused by a defect in materials or workmanship within ten (10) days after the leakage is discovered or reasonably should have been discovered, known hereafter as "Purchaser's Notice".

**THE FAILURE TO TIMELY NOTIFY ROTH INDUSTRIES OF A WARRANTY CLAIM AS SET FORTH ABOVE SHALL VOID THIS LIMITED WARRANTY.**

**The following information must be completed by Purchaser within thirty (30) days of the date of installation and mailed to Roth Industries at the address shown below. THE FAILURE TO SUBMIT THIS INFORMATION SHALL VOID THIS LIMITED WARRANTY.**

|                          |       |                               |       |
|--------------------------|-------|-------------------------------|-------|
| Product Serial #:        | _____ | Name & Address of             | _____ |
| Purchaser Name:          | _____ | Installer:                    | _____ |
| Purchaser Signature:     | _____ |                               | _____ |
| Vendor Name:             | _____ |                               | _____ |
| Date of Manufacture:     | _____ | Ph. No. of Installer:         | _____ |
| Date of Purchase:        | _____ | Roth Eco DWT plus 3 Certified |       |
|                          |       | Installers Signature:         |       |
| Date of Installation:    | _____ |                               | _____ |
| Address of Installation: | _____ |                               |       |

Warranty Mailing Address: Roth Industries, Inc., 268 Bellew Avenue South, Watertown, NY 13601, Attn: Warranty Claims Dept. (Ph: 888-266-7684)