



1704 Colt Cir, Marble Falls, TX 78654

www.PinnacleWaterTanks.com

WATER TANK WARRANTY

The Pinnacle Water Tanks warrants each new water tank manufactured to be free from defects in material or workmanship for **TWENTY YEARS** from the date of initial by original purchaser. If such a defect is found by the Pinnacle Water Tanks to exist within the twenty year period, the Pinnacle Water Tanks will, at its option, (a) repair or replace such product free of charge, F.O.B. the factory of manufacture, or (b) refund to the original purchaser the original purchase price, in lieu of such repair or replacement.

The duration of the warranty will run from the date of purchase from a dealer or distributor authorized by Pinnacle Water Tanks (the "warranty period")

EXCLUSIVE REMEDY-REPLACEMENT:

Within the warranty period, Pinnacle Water Tanks will replace the goods and/or original manufactured components thereof which are found, to manufacturer satisfaction, to be defective. Pinnacle Water Tanks is not responsible for direct, indirect, special, consequential, or any other damages of any kind, including personal injury to any individual, howsoever caused, including caused by transportation of the goods for repair or replacement.

PROCEDURE FOR OBTAINING SERVICE:

In event of a warranty claim, the purchaser must complete any and all information required by Pinnacle Water Tanks in order to properly assess or investigate the claim. Pinnacle Water Tanks will not be responsible for the removal of any goods found to be defective, or transportation charges to and from Pinnacle Water Tank authorized distributor or dealer, or for installation of any replacement goods and/or parts furnished under the warranty.

LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES:

To the extent allowed by law, neither Pinnacle Water Tanks nor its dealers, nor any company affiliated with Pinnacle Water Tanks makes any implied or other warranties, representations, or promises as to the quality, performance, or freedom from defect of any product covered by this warranty.

PINNACLE WATER TANKS HEREBY DISCLAIMS, TO THE EXTENT APPLICABLE, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ONLY REMEDIES IN CONNECTION WITH THE WARRANTY ARE THOSE SET FORTH IN THIS WARRANTY. IN NO EVENT, WILL PINNACLE WATER TANKS, OR ITS DEALERS, OR ANY COMPANY AFFILIATED WITH PINNACLE WATER TANK BE LIABLE FOR INCIDENT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Some jurisdictions do not allow waivers of certain warranties, so the above waivers may not apply to you. In the event, any implied warranties are limited in duration to ninety (90) days from delivery of the products. You may also have other rights which vary from jurisdiction to jurisdiction.

LIMITATION AS TO THE SCOPE OF THE WARRANTY:

The warranty does not extend to defects or damage caused, in whole, or in part, by:

1. Use of a kind and/or to degree not reasonable to be made of the goods;

2. Improper storage of the goods both prior to and after purchase;
3. Damage caused by, or in the course of installation or assembly;
4. Any use of good of which is not an intended use as specified in manufacturer published product literature, or otherwise specified by manufacturer in writing;
5. Any equipment attached to or used in conjunction with the goods that is not Pinnacle Water Tanks product nor supplied by Pinnacle Water Tanks;
6. Any field modifications, or substitutions, to the original water tank system components;
7. Acidic environmental condition affecting the structural strength or integrity of the goods;
8. Any other circumstances not in keeping with proper maintenance and/or use of the goods;
9. Acts of god, accidents, abuse or neglect of the goods by the purchaser and/or any other individual or entity;
10. Cosmetic changes such as white rust and scratches.

EXCLUSIVE WARRANTY:

This warrant is the only warranty provided by Pinnacle Water Tanks and all other warranties and/or commitments whether expressed or implied and no matter by whom made, statutory or otherwise, are subsumed and replaced by it and are of no legal effects. If any of warranty is held by a court of competent jurisdiction to be void or unenforceable, in whole or in part, such provisions shall be deemed severable and will not affect or impair the legal validity of any other provision of the warranty.