



**Brentwood Stormwater StormTank® Module
Twenty (20) Years Limited Express
Warranty**

WARRANTY (“Warranty”): Unless agreed otherwise, in writing, between Brentwood Industries, Inc. (“Brentwood”) and Purchaser, Brentwood warrants its **StormTank Module (including the platens, columns, and side panels hereinafter referred to as “Product”)** against defects in materials and workmanship that affect the performance for which it was intended upon meeting the subsequent terms and conditions. This Warranty applies solely to the Product as defined in this Agreement. Warranty coverage is contingent upon proper installation, in strict accordance with Brentwood’s written installation instruction and compliance with all applicable local, state and federal codes and regulations. This Warranty is further contingent upon proper use and maintenance of Product under ordinary conditions, consistent with the approved design criteria and good industry standards, as well as compliance with Brentwood’s Warranty claim procedure. The Warranty period shall be limited to twenty (20) years from the Product purchase date. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee. This Warranty applies to the Purchaser of the Product and is non-transferable.

REMEDY AND EXCLUSIONS: The sole remedy for a covered defect during the Warranty period shall be limited to Product replacement, including shipping costs, or refund of the original purchase price. The remedy excludes costs of labor, removal of non-conforming Product, and expenses related to de-installation and re-installation of the Product. In no event will Brentwood be obligated to pay costs, damages or other amounts, in total, exceeding the original price paid to Brentwood for the Product to Purchaser or any third party. Unauthorized modifications to the Product or unauthorized deviation from Brentwood’s specifications and instructions for the installation, use and maintenance of the Product void this Warranty. Additionally, Brentwood shall not warrant Product nor be liable to Purchaser or any third party for any Product liability claims or damages caused by non-compliance with any of the foregoing conditions or, without limitation, any of the following:

- i) alteration, accident, abuse, misuse or neglect;
- ii) acts of god or otherwise outside the control of Brentwood;
- iii) normal wear and tear;
- iv) abnormal contaminants detrimental to the Product or damage due to pollutants, solvents or hazardous substances;
- v) improper handling during installation, improper installation, and improper or unintended use;
- vi) subjecting Product to vehicle traffic, adjacent excavation and any other conditions excluded by Brentwood’s specifications and written installation instructions;
- vii) failure to maintain the minimum ground covers set forth in the installation instructions;
- viii) placement of improper materials into or onto the Product;
- ix) failure due to improper siting or sizing; and
- x) damage during shipping.

THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS

LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

CLAIM PROCEDURE:

- 1) **Notification:** Warranty claims must be submitted to Brentwood within fifteen (15) days of discovering the defective material and must be accompanied proof of purchase, a detailed explanation of the claim and alleged defect/damages, any relevant work logs/repair orders, and pictorial documentation of the defect. Brentwood reserves the right to investigate all claims and request additional information. Claims shall be emailed to stormtank@brentwoodindustries.com or mailed to: Brentwood Industries, Inc., Attn: Stormwater Warranty Claims, 621 Brentwood Drive, Reading, PA 19611.
- 2) **Dispute Resolution:** Brentwood shall, in its sole opinion, have the authority to judge the existence and extent of any alleged defect. In the event Brentwood denies a Warranty claim, the claimant has ten (10) days to supply additional data in support of its claim. If a second denial is made by Brentwood, or a resolution cannot otherwise be reached amongst the parties, both Brentwood and Purchaser agree upon and preserve the right to pursue impartial mediation/arbitration under the Pennsylvania Uniform Arbitration Act, Pa. Stat. §7301-7320, subchapter A, as the means of dispute resolution. Mediation/arbitration shall take place in Reading, Berks County, in the Commonwealth of Pennsylvania. Costs of mediation/arbitration (excluding attorneys' fees and travel/individual related expenses which shall be borne by the party incurring the costs/expenses) shall be divided equally between Brentwood and Purchaser.

COMPLETE AGREEMENT: This Warranty incorporates and shall be interpreted along with Brentwood's Standard Terms and Conditions, in their entirety; however, in the event of conflict between the two, the terms of this Warranty shall supersede the Standard Terms and Conditions. Brentwood reserves the right to modify or discontinue offering this Warranty at any time.