



Structural Tank Equipment & Maintenance (Canada) Limited

ISO 9001: Registered (10012564 QMI5)

Structural Tank Equipment & Maintenance (Canada)
Limited
69 Comstock Road
Scarborough, ON M1L 2G9
Phone: 416-757-6278 Toll Free 1-800-387-1400

CONDITIONS OF SALE AND PRODUCT WARRANTY

1. The company warrants its product to be free from defect in material and workmanship under normal and intended use where properly installed, from date of shipment and will repair or replace, at its discretion, a defective product according to the following terms and conditions.
 - a. Aboveground ULC S655 fireguard tanks, for a period of one (3) years excluding freight charges F.O.B. Toronto, Ontario.
 - b. The exterior finish will not corrode, rust, or peel for a period of one (1) year from the date of original purchase, if the tank is used solely for the purpose agreed upon during original negotiations. This warranty will not apply if the damage is caused by foreign materials contacting the painted surfaces.
 - c. The tank will not fail for a period of five (5) years from the date of original purchase due to internal corrosion, provided the tank is used solely for the containment of the petroleum products or chemicals agreed upon during the original negotiations for the tank or tanks.
 - d. Tank will not fail due to the structural failure (defined as breaking or collapse) provided the tank is handled correctly and is installed as per **STEM|CAN**'s specifications.
 - e. Third party manufactured goods are covered by the manufacturer's warranty only. **STEM|CAN** does not provide any warranty for goods that we do not manufacture.
 - f. **STEM|CAN**'s liability under this warranty shall be limited to; at our option, (A) repair of the defective tank, (B) delivery or a replacement tank to the point of original delivery, or (C) refund of the original purchase price, and we shall not be liable for any labour, transportation, other installation costs, indirect or consequential damages or other damages in connection with such tanks.
2. The condition of sale and warranty is limited to the repair or replacement of the product or any part or parts thereof and does not include labor, installation costs, or indirect or consequential damages of any nature or kind.
3. Where a warranty claim is made, the customer must give prompt notice in writing to the company of the alleged problem or defect and in any event, notice must be given not later than one business day after the customer becomes aware of the problem or defect.
4. This warranty does not apply to any product or part thereof that has been repaired or altered by others without the express permission in writing of the company, nor does it cover superficial aspects as paint finishes.
5. Any product, equipment or accessory supplied by the company but manufactured by others will carry only the manufacturer's guarantee or warranty as to which the company does not accept any responsibility.
6. Shipping & Damage Policy - **STEM|CAN** Limited ships F.O.B our plant which means that the title and liability for products is turned over to the buyer as soon as the product is placed on the carrier. **STEM|CAN** Limited will not assume any liability for loss or damages during shipping.
7. These conditions of sale and product warranty constitute the entire agreement with respect to any alleged defect or problem arising from the sales of the product and there are no other conditions or warranties express or implied, statutory, or otherwise.
8. **STEM|CAN** Limited reserves the right to invoice and to be paid in full for products that are completed and ready to be shipped based on the required delivery date by the customer. The invoice must be paid as per the terms of payment initially set-up or any other payment terms.
9. Notice of any claim hereunder must be made in writing to:

STEM|CAN - Structural Tank Equipment & Maintenance (Canada) Limited
69 COMSTOCK ROAD, TORONTO, ONTARIO, CANADA M1L 2G9
PHONE (416)757-6278 / 1-800-387-1400 FAX (416)757-5579
E-MAIL: sales@stem-can.com

IMPORTANT NOTICE : WARNING

THE ONTARIO GASOLINE HANDLING ACT AND CODE DEFINES INSTALLATION PROCEDURES, ROUTINE INSPECTION AND MAINTENANCE FOR THIS PRODUCT. OTHER APPLICABLE CODES AND STANDARDS MAY APPLY, SUCH AS THE NATIONAL FIRE CODE, CSA B139 BURNERS INSTALLATION CODE, ENVIRONMENTAL CODE OF PRACTICE, UNDERWRITERS LABORATORIES OF CANADA STANDARDS AND ANY OTHER AGENCY HAVING JURISDICTION NEGLECTING THE ABOVE COULD RESULT IN COSTLY ENVIRONMENTAL CONTAMINATION AND/OR UNSAFE FIRE OR EXPLOSION HAZARD.