

## Limited Warranty Agreement\*

By submitting this Warranty Registration, I agree to the Titan Fuel Tanks Limited Lifetime Express Warranty terms and conditions set forth below:

### **TITAN FUEL TANKS LIMITED LIFETIME EXPRESS WARRANTY**

#### **I. PRODUCT CATEGORIES**

Subject to the conditions, limitations and exclusions set forth in Paragraph III below, Supertanks, LLC, an Idaho limited liability company, dba Titan Fuel Tanks ("TITAN") sets forth herein its limited express warranty as explained below (this "Warranty") which covers the following Product categories (collectively, the "Product" or "Products"):

A. Polymer body tanks that are specific to a particular vehicle and connect with the vehicle's fuel system, including (1) underbody tanks installed in place of the vehicle's original equipment tanks ("Underbody Tanks"), (2) Spare Tire Auxiliary Systems ("STAFS Tanks"), and (3) In-Bed Auxiliary Tanks ("Auxiliary Tanks") (collectively "Vehicle Specific Tanks");

B. Polymer body transfer tanks such as TITAN's 90 gallon, 100 gallon, Trail Trekker, Side Kick, and other liquid transfer tanks which are carried in a vehicle but not connected to the vehicle's fuel system ("Transfer Tanks");

C. The polymer body TITAN Fuel Caddy designed for non-vehicular use; and

D. TITAN in-bed tool boxes, and other TITAN products not specified above ("Other Products").

#### **II. STATEMENT OF LIMITED WARRANTY**

**Subject to the conditions and limitations of Paragraph III below:**

A. The polymer tank body of the Underbody Tanks, Vehicle Specific Tanks, Transfer Tanks, STAFS Tanks, Auxiliary Tanks, and the TITAN Fuel Caddy (collectively, the "Polymer Tanks") shall be free from corrosion for as long as owned by the Original Purchaser as defined below.

B. All other components of the Polymer Tanks not manufactured by TITAN (including, without limitation, fuel caps, fuel gauges; Kynar, nylon or metal fittings; metal banding and mounting brackets; and pumps, hoses, clamps and valves) shall be free from defects in workmanship and materials for a period of one year from the date of purchase.

C. Other Products shall be free from defects in workmanship and materials for a period of one (1) year from the date of original retail purchase.

D. Electronic components on all Products shall be free from defects in workmanship and materials for a period of 180 days from the date of purchase.

### **III. COVERAGE CONDITIONS, LIMITATIONS AND EXCLUSIONS**

A. This warranty shall be in effect only in the United States, Canada, and Australia and is offered only to the original purchaser which has registered this Limited Warranty as set forth in Section V, Paragraph A below (the "Original Purchaser") with respect to Products purchased from TITAN or its authorized reseller.

B. This Limited Warranty does not cover:

1. A claim from any person or entity other than the original Purchaser;

2. A claim with respect to an Underbody Tank installed in a vehicle other than the year, make, type and model of the vehicle for which the Product was designed by TITAN, or with respect to an Underbody Tank that has been reinstalled in another vehicle;

3. A Product that, in TITAN's judgment, has been subjected to damage arising from external causes not consistent with normal and customary use of the Product, including without limitation:

(a) improper installation, removal, repair or alteration of the Product;

(b) natural disasters such as earthquake, fire, flood, or storm;

(c) puncture to any of the tank Products resulting from any external cause;

(d) damage to the Products caused by accident or collision involving the vehicle, or from repairs to the vehicle; or

(e) introduction of a fuel, fuel blend, liquid, or chemical into the Underbody Tanks or the Auxiliary Tanks other than as specified by TITAN.

C. Except for the above express warranty, TITAN MAKES NO OTHER WARRANTY RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In particular, TITAN shall not be liable for any consequential or incidental damages or claims alleged to have been caused by failure of the Products. In no event shall the Purchaser recover damages exceeding the amount of the purchase price of the Products.

D. This Warranty shall be construed in accordance with the laws of the State of Idaho, USA, without reference to its choice of law principles. The state or federal courts

located in Bonneville County, Idaho shall have exclusive jurisdiction to resolve any dispute relating to this Warranty.

#### **IV. REMEDY FOR FAILURE OF WARRANTY**

The Purchaser's remedy shall be limited to (a) repair of the Product, (b) replacement of the Product and related parts, or (c) refund of the Purchase Price of the Product, at TITAN's sole option. The repaired or replaced Product shall be warranted for the remainder of the original Warranty Periods set forth above. Shipping costs, if any, shall be paid by the Purchaser.

#### **V. HOW TO CLAIM THE WARRANTY**

A. Within 60 days of purchase, provide proof of purchase of the Product and register the warranty with TITAN. You may do this online at [www.titanfueltanks.com/warranty](http://www.titanfueltanks.com/warranty), or by filling out the Warranty Registration Form and sending it to TITAN together with proof of purchase.

B. Send us an explanation of the problem with the Product, by mail, fax or email addressed as follows:

TITAN  
P.O. Box 2225  
Idaho Falls, ID 83403  
Telephone: (800) 728-4982  
Fax: (208) 529-2162  
Email: [sales@titanfueltanks.com](mailto:sales@titanfueltanks.com)

C. We will respond to you as soon as possible. TITAN will likely require an inspection of the Product by TITAN's field representatives or require you to take the Product to an authorized dealer or installer in your area. TITAN may also require photographs of the Product to be sent or emailed. TITAN will determine whether the defect is covered by the warranty, as well as the remedy to be provided, if coverage is found, and will notify you when the determination is completed.

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