State of California
AIR RESOURCES BOARD

EXECUTIVE ORDER VR-302-E

Standing Loss Control Vapor Recovery Systems for New Installations of Aboveground Storage Tanks

WHEREAS, the California Air Resources Board (ARB) has established, pursuant to California Health and Safety Code sections 39600, 39601 and 41954, certification procedures for systems designed for the control of standing loss emissions for aboveground storage tanks in its CP-206, ***Certification Procedure for Vapor Recovery Systems at Gasoline Dispensing Facilities Using Aboveground Storage Tanks*** (Certification Procedure) as last amended on January 9, 2013, incorporated by reference in California Code of Regulations, section 94016;

WHEREAS, ARB has established, pursuant to California Health and Safety Code sections 39600, 39601, 39607, and 41954, test procedures for determining compliance with performance standards for standing loss control vapor recovery systems as specified in the Certification Procedure;

WHEREAS, the Certification Procedure provides that the ARB Executive Officer shall issue an Executive Order if he or she determines that the standing loss control vapor recovery system for new ASTs conforms to all of the applicable requirements set forth in the Certification Procedure;

WHEREAS, various manufacturers have requested and been granted certification of their standing loss control vapor recovery systems for new installations of aboveground storage tanks (AST) pursuant to the Certification Procedure by Executive Order VR-302-A issued on April 2, 2009, and last modified on June 15, 2011 by Executive Order VR-302-C;

WHEREAS, the Certification Procedure provides a process for the renewal of the certification prior to the expiration of the initial four-year certification period, and above mentioned manufacturers have submitted a certification renewal request which is currently under evaluation by ARB;

WHEREAS, the Certification Procedure also authorizes the Executive Officer to grant an extension of certification if he or she determines that more time is needed to gather necessary information to complete the renewal evaluation;

WHEREAS, Executive Order VR-302-C expires on May 1, 2013 and additional time is needed to complete the certification renewal process;

WHEREAS all provisions, terms and conditions for certification listed in Executive Order VR-302-C and attachments are incorporated by reference herein, except the order that VR-302-C shall expire on May 1, 2013 which is hereby superseded;

NOW THEREFORE, IT IS HEREBY ORDERED THAT to provide the Executive Officer with the necessary time to fully consider and make a determination regarding the requested renewal certification, the certification granted in Executive Order VR-302-C, as incorporated by reference herein, is extended until May 30, 2014, and shall remain in full force and effect through that date.

Executed at Sacramento, California, this 30th day of April 2013.

Richard W. Corey
Executive Officer

Attachments:

Executive Order VR-302-C: Standing Loss Control Vapor Recovery System for New Installation of Aboveground Storage Tanks.

Exhibit 1
Equipment List

Equipment	Manufacturer/Model Number
A. Pressure/Vacuum Vent Valve	Husky 5885 (Figure 1A-1)
Protected Aboveground Storage Tanks	Modern Custom Fabrication SuperVault Model Number: MH Series 250 – 12,000 Gallon Capacity Serial Number 1XXXXX where X = number from 0 - 9 (Figure 1A-2)
B. Pressure/Vacuum Vent Valve	Husky 5885 (Figure 1A-1)
Protected Aboveground Storage Tanks	Steel Tank Institute Fireguard Protected AST Model Number: Not Applicable 250 – 12,000 Gallon Capacity Serial Number XXXXXX where X = number from 0-9 (Figure 1A-3)
C. Pressure/Vacuum Vent Valve	Husky 5885 (Figure 1A-1)
Protected Aboveground Storage Tanks	ConVault® , Inc ConVault ASTs Model Number: Not Applicable 250 – 12,000 Gallon Capacity Serial Number Z XXXXXX where Z = letters X = numbers from 0-9 (Figure 1 A-4)

D. Pressure/Vacuum Vent Valve	Husky 5885 (Figure 1A-1)
Protected Aboveground Storage Tanks	Containment Solutions, Inc Hoover Vault Tank 250 – 12,000 Gallon Capacity For tanks less than 1,000 gallons: Model Number: V6AAXXXXVXXXX Where X = numbers from 0-9 250 – 999 Gallon Capacity (Figure 1 A-5) For tanks 1,000 gallons or greater: Model Number: V4AAXXXXVXXXX Where X = numbers from 0-9 1,000 – 12,000 Gallon Capacity (Figure 1 A-5)

E. Pressure/Vacuum Vent Valve	Husky 5885 (Figure 1A-1)
Protected Aboveground Storage Tanks	Jensen Precast Armor Cast® 250 – 12,000 Gallon Capacity Model Number: AST XXXXLP, AST XXXXX where X = numbers from 0 - 9 (Figure 1 A-6)

Figure 1A-1
Husky 5885 Pressure/Vacuum Vent Valve

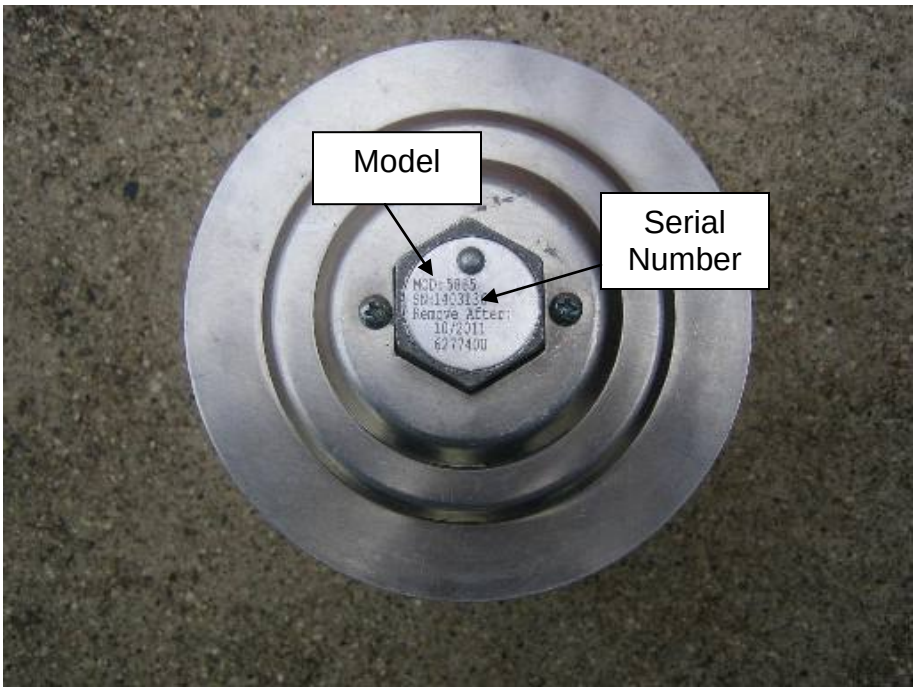
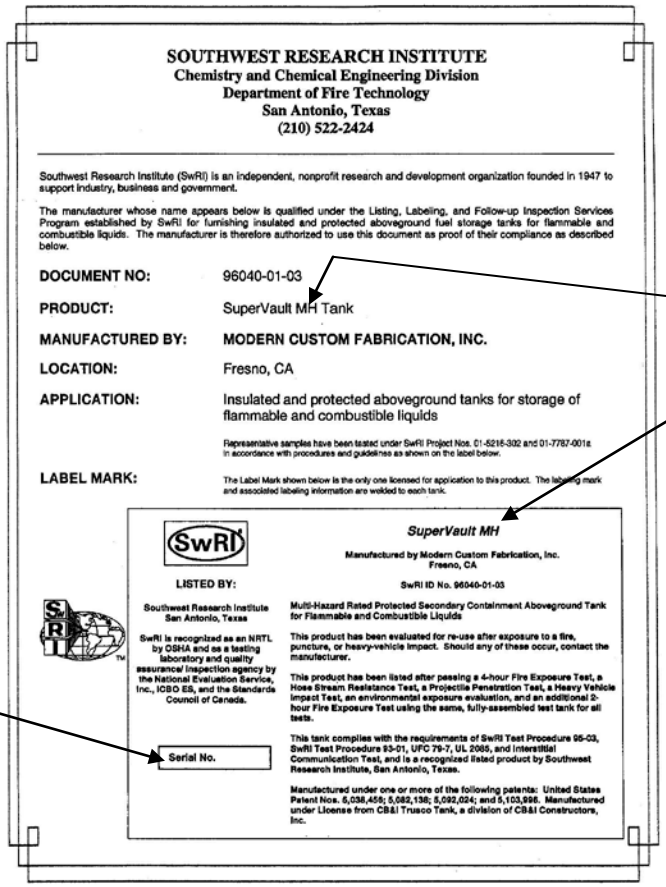


Figure 1A-2
Modern Custom Fabrication
SuperVault MH Series Protected Above Ground Storage Tanks

Label – Metal plaque mounted to AST



SOUTHWEST RESEARCH INSTITUTE
Chemistry and Chemical Engineering Division
Department of Fire Technology
San Antonio, Texas
(210) 522-2424

Southwest Research Institute (SwRI) is an independent, nonprofit research and development organization founded in 1947 to support industry, business and government.

The manufacturer whose name appears below is qualified under the Listing, Labeling, and Follow-up Inspection Services Program established by SwRI for furnishing insulated and protected aboveground fuel storage tanks for flammable and combustible liquids. The manufacturer is therefore authorized to use this document as proof of their compliance as described below.

DOCUMENT NO: 96040-01-03

PRODUCT: SuperVault MH Tank

MANUFACTURED BY: **MODERN CUSTOM FABRICATION, INC.**

LOCATION: Fresno, CA

APPLICATION: Insulated and protected aboveground tanks for storage of flammable and combustible liquids

Representative samples have been tested under SwRI Project Nos. 01-5218-302 and 01-7787-001a in accordance with procedures and guidelines as shown on the label below.

LABEL MARK: The Label Mark shown below is the only one licensed for application to this product. The labeling mark and associated labeling information are welded to each tank.

SwRI

SuperVault MH

Manufactured by Modern Custom Fabrication, Inc.
Fresno, CA

LISTED BY:

SwRI ID No. 96040-01-03

Southwest Research Institute
San Antonio, Texas

SwRI is recognized as an NRTL by OSHA and as a testing laboratory and quality assurance/ inspection agency by the National Evaluation Service, Inc., ICBO ES, and the Standards Council of Canada.

Multi-Hazard Rated Protected Secondary Containment Aboveground Tank for Flammable and Combustible Liquids

This product has been evaluated for re-use after exposure to a fire, puncture, or heavy-vehicle impact. Should any of these occur, contact the manufacturer.

This product has been listed after passing a 4-hour Fire Exposure Test, a Hose Stream Resistance Test, a Projectile Penetration Test, a Heavy Vehicle Impact Test, an environmental exposure evaluation, and an additional 2-hour Fire Exposure Test using the same, fully-assembled test tank for all tests.

Serial No.

This tank complies with the requirements of SwRI Test Procedure 95-03, SwRI Test Procedure 93-01, UFC 79-7, UL 2085, and Interstitial Communication Test, and is a recognized listed product by Southwest Research Institute, San Antonio, Texas.

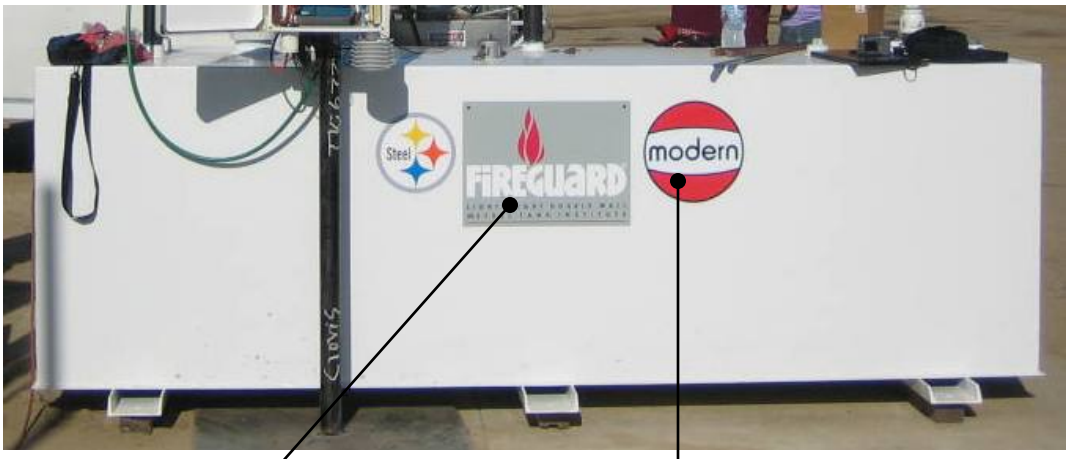
Manufactured under one or more of the following patents: United States Patent Nos. 5,038,458; 5,082,136; 5,092,024; and 5,103,986. Manufactured under License from CB&I Trusco Tank, a division of CB&I Constructors, Inc.

Model Number: "MH" Series

"Serial Number:: 1XXXXX" where X=number from 0 to 9

SuperVault MH Tank Document of Compliance for Modern Custom Fabrication, Inc. of Fresno, CA

Figure 1A-3
Steel Tank Institute
Fireguard Protected Above Ground Storage Tanks



Fireguard name plaque

Manufacturing plant plaque not required on Fireguard Protected AST

"Serial Number: XXXXXX" where X= number from 0-9

Note: No Model Numbers

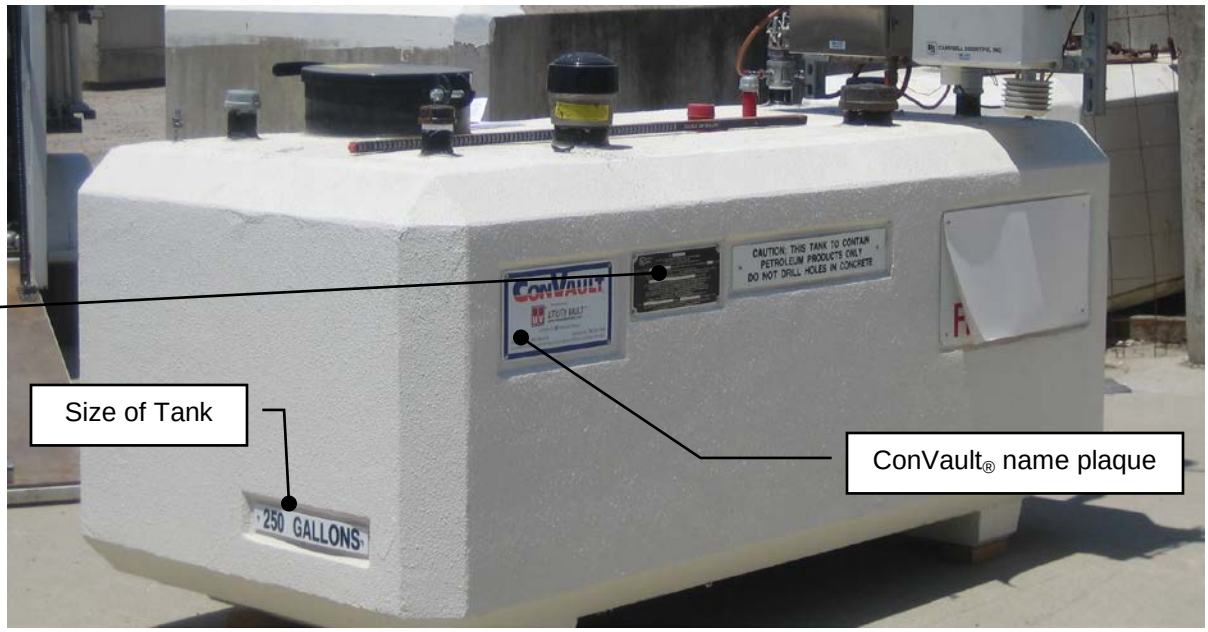
Steel Tank Institute

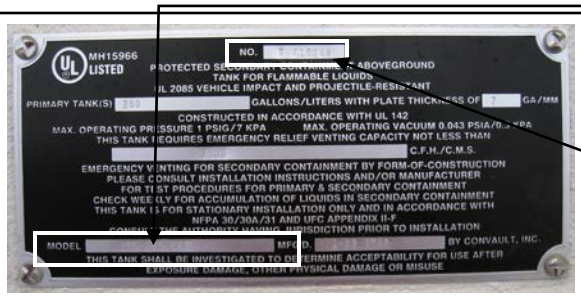
FIREGUARD Serial No. XXXXXX

Sticker attached to Fireguard AST

Figure 1A-4

ConVault® Inc
ConVault Aboveground Storage Tanks





Label - Aluminum Plate mounted to AST

Serial Number Z XXXXXX
where Z = Letters
X = numbers from 0-9

Model Number Designation

1	2	3	4	5	6	7	8
W	R, C or S	M, N, or NF	__' D or E	125-12K	1, 2, 3 or 9	S or C	__' or F

Item	Tank Feature	Nomenclature
1	Warranty Type	W = New Warranty
2	Primary Containment	R= rectangular, C = cylindrical,
3	Secondary Containment	M = metallic, N = nonmetallic,
4	Compartment Configuration	Blank = single, D = dual, side-by-side, E= multi, end-to-end
5	Capacity, normal gallonage of each	125 gallon to 12,000, for multi-compartment may use 4K/4K/4K e.g.
6	Warranty Period	9 <10 yr, 1 = 10 yr, 2 = 20 yr, 3 = 30 yr
7	Fittings Layout	S = Standard layout, C = Custom Layout
8	Spill Container	Blank = none, F = Integral Spill Container

Figure 1A-5

Containment Solutions, Inc
Hoover Vault Tanks

Containment Solutions, Inc Identifying Sticker

Containment Solutions, Inc name plaque

Identifies UL listing, model number, tank size

Attached to tank in various locations depending on size of tank

UL Serial Number

Model Number V4AAXXXXVXXXX where X = numbers from 0 - 9

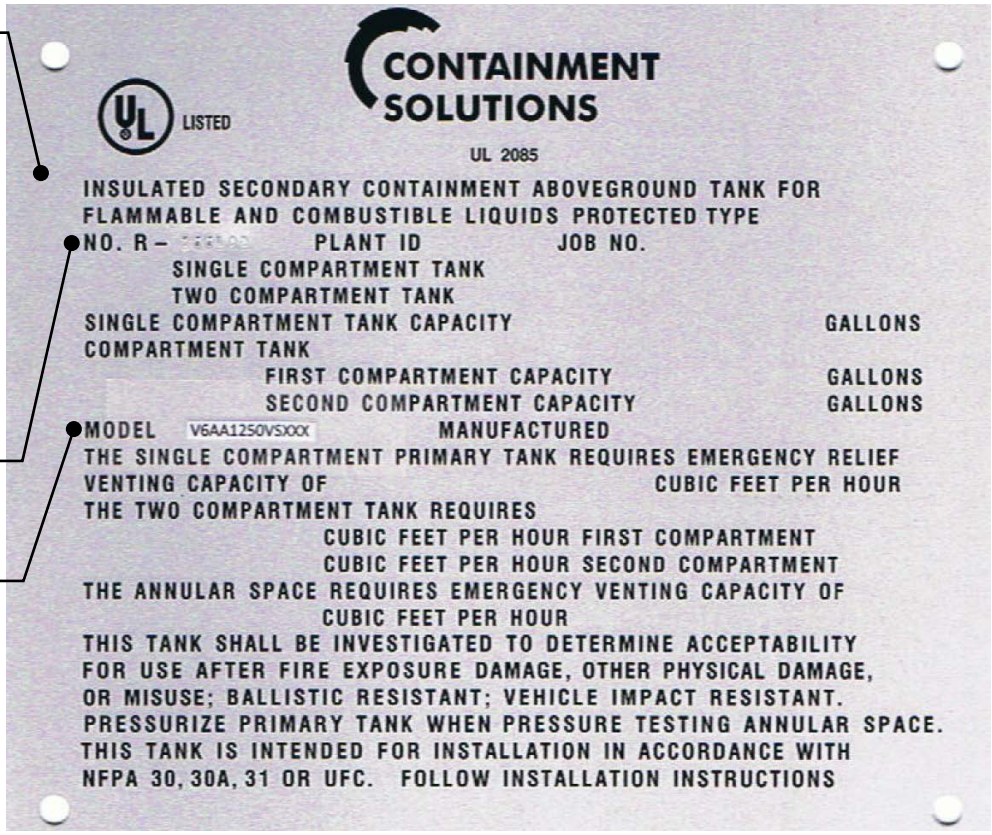
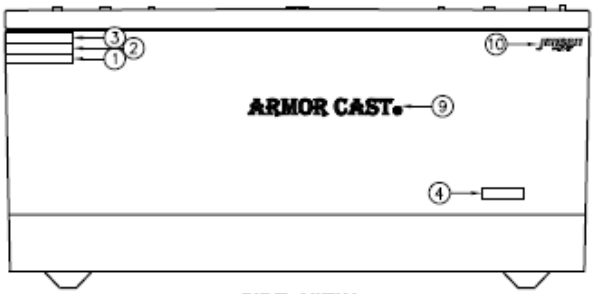


Figure 1A-6

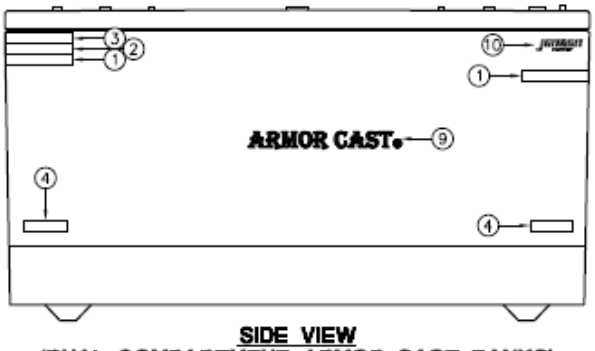
Jensen Precast
Armor Cast® Aboveground Storage Tank

DETAILS, PLAQUES & DECALS

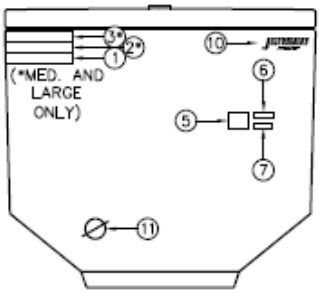
LOCATION AND SIZING



SIDE VIEW
(SINGLE COMPARTMENT ARMOR CAST TANKS)



SIDE VIEW
(DUAL COMPARTMENT ARMOR CAST TANKS)



END VIEW

- FOLLOW INSTALATION INSTRUCTIONS.
- THESE TANKS HAVE NOT BEEN INVESTIGATED TO DETERMINE ACCEPTABILITY FOR USE AFTER FIRE EXPOSURE.
- VEHICLE IMPACT RESISTANT.
- PROJECTILE RESISTANT.
- THIS TANK IS INTENDED FO INSTALATION IN ACCORDANCE WITH EITHER NFPA-30, 30A, 31, OR THE UNIFORM FIRE PREVENTION CODE AS APPLICABLE.

PLAQUE "A"

CONTAINMENT MANAGEMENT SYSTEMS
MODEL _____
GALLONS _____
MFG. DATE _____

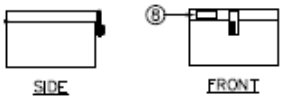
PLAQUE "B"

THIS TANK REQUIRES EMERGENCY RELIEF VENTING. CAPACITY NOT LESS THAN _____ CUBIC FEET PER HOUR.

PLAQUE "C"

KEEP LID CLOSED AND LOCKED AT ALL TIMES

PLAQUE "D"
(OVERFILL CONTAINER)



OVERFILL CONTAINER

NO.	DESCRIPTION	TANK SIZE SMALL	MEDIUM	LARGE
1	FUEL TYPE	•	•	•
2	FLAMABLE OR COMBUSTIBLE	•	•	•
3	NO SMOKING	•	•	•
4	TANK CAPACITY	•	•	•
5	PLAQUE "A"	•	•	•
6	PLAQUE "B"	•	•	•
7	PLAQUE "C"	•	•	•
8	PLAQUE "D"	•	•	•
9	ARMOR CAST LOGO	•	•	•
10	JENSEN PRECAST LOGO	•	•	•
11	NO RUST	•	•	•

1. EACH PORT ON TOP OF THE TANK WILL BE IDENTIFIED WITH A PLAQUE.

2. OVERFILL CONTAINERS WILL BE LABELED WITH FUEL TYPE, TANK CAPACITY, AND PLAQUE "D" (SEE ABOVE).

3. TANK LABELING IS STANDARD FOR ALL ARMOR CAST TANKS.

FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

Figure 1A-6
(Continued)

Jensen Precast
Armor Cast® Aboveground Storage Tank

Image of Plaque A

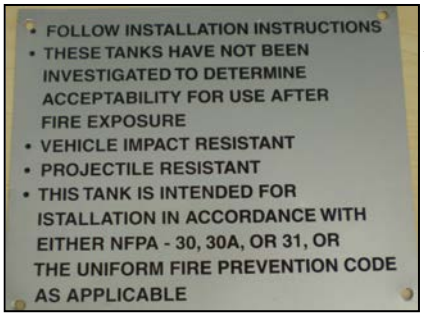


Image of Plaque B

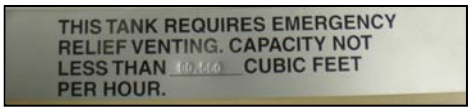
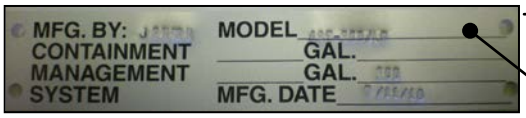


Image of Tank Capacity Label

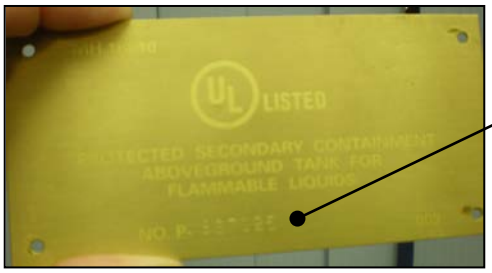
Image of Plaque C



Model Number

AST XXXXLP, AST XXXXX
where X = numbers from 0 - 9

Image of UL Plaque
(Not shown in Above Detail Decal Placement Document)



UL Serial Number

Exhibit 2
System Specifications

This Exhibit contains the installation, maintenance and compliance standards and specifications applicable to new installations of the Standing Loss Control vapor recovery systems installed in gasoline dispensing facilities (GDF) using aboveground storage tanks (AST).

General Specifications

1. All Standing Loss Control Vapor Recovery System for ASTs shall be installed, operated, and maintained in accordance with the **ARB-Approved Installation, Operation, and Maintenance Manual for Standing Loss Control Vapor Recovery System for New Installations of Aboveground Storage Tanks**.

2. Any repair, removal, or replacement of system components shall be done in accordance the **ARB-Approved Installation, Operation, and Maintenance Manual for the Standing Loss Control Vapor Recovery System for New Installations of Aboveground Storage Tanks**.

3. The Standing Loss Control system shall comply with the applicable performance standards and specifications in CP-206.

Installation of Standing Loss Control Vapor Recovery System for ASTs

New AST Installations

Refer to **ARB-Approved Installation, Operation, and Maintenance Manual for the Standing Loss Control Vapor Recovery System for New Installations of Aboveground Storage Tanks.** See Figure 2A-2 for sample installation form.

Maintenance for New ASTs

1. Each GDF owner/operator shall keep records of maintenance performed at the facility. Such record shall be maintained on site or in accordance with district requirements or policies. Additional information may be required in accordance with district requirements or policies. The records shall include the maintenance or test date, repair date to correct test failure, maintenance or test performed, affiliation, telephone number, name of individual conducting maintenance or test. An example of a Standing Loss Control Maintenance Record is shown in Figure 2A-3.

2. Maintenance shall be conducted in accordance with the maintenance section of **ARB-Approved Installation, Operation, and Maintenance Manual for the Standing Loss Control Vapor Recovery System for New Installations of Aboveground Storage Tanks.**

Compliance Requirements for New AST Installations

A. Pressure/Vacuum Vent Valves for Aboveground Storage Tank Vent Pipes

1. No more than three certified pressure/vacuum (P/V) vent valves listed in Exhibit 1 shall be installed on any GDF AST system.

2. Compliance determination of the following P/V valve performance specifications shall be at the option of the districts:

   a. The leak rate of each P/V valve shall not exceed 0.05 cubic feet per hour (CFH) at 2.00 inches of H2O positive pressure and 0.21 CFH at -4.00 inches of H2O negative pressure as determined by TP-201.1E, ***Leak Rate and Cracking Pressure of Pressure/Vacuum Vent Valves (October 8, 2003)***.

   b. The positive pressure setting is 2.5 to 6.0 inches of H2O and the negative pressure setting is 6.0 to 10.0 inches of H2O as determined by **TP-201.1E, *Leak Rate and Cracking Pressure of Pressure/Vacuum Vent Valves (October 8, 2003)***.

3. A manifold may be installed on the vent pipes to reduce the number of potential leak sources and P/V valves installed. Vent pipe manifolds shall be constructed of steel pipe or an equivalent material that has been listed for use with gasoline. If a material other than steel is used, the GDF operator shall make available information demonstrating that the material is compatible for use with gasoline. One example of a typical vent pipe manifold is shown in Figure 2A-1. This shows only one typical configuration; other manifold configurations may be used. For example, a tee may be located in a different position, or fewer pipes may be connected, or more than one P/V valve may be installed on the manifold.

4. Each P/V valve shall have permanently affixed to it a yellow or gold-colored label with black lettering stating the following specifications:

   Positive pressure setting: 2.5 to 6.0 inches H2O
   Negative pressure setting: 6.0 to 10.0 inches H2O
   Positive Leakrate: 0.05 CFH at 2.0 inches H2O
   Negative Leakrate: 0.21 CFH at -4.0 inches H2O

Table 2-1

Gasoline Dispensing Facility Compliance Standards and Specifications

Component	Test Method	Standard or Specification
P/V Valve[1]	TP-201.1E	Positive pressure setting: 2.5 to 6.0 inches H2O Negative pressure setting: 6.0 to 10.0 inches H2O Positive Leakrate: 0.05 CFH at 2.0 inches H2O Negative Leakrate: 0.21 CFH at -4.0 inches H2O

[1] Compliance determination is at the option of the District

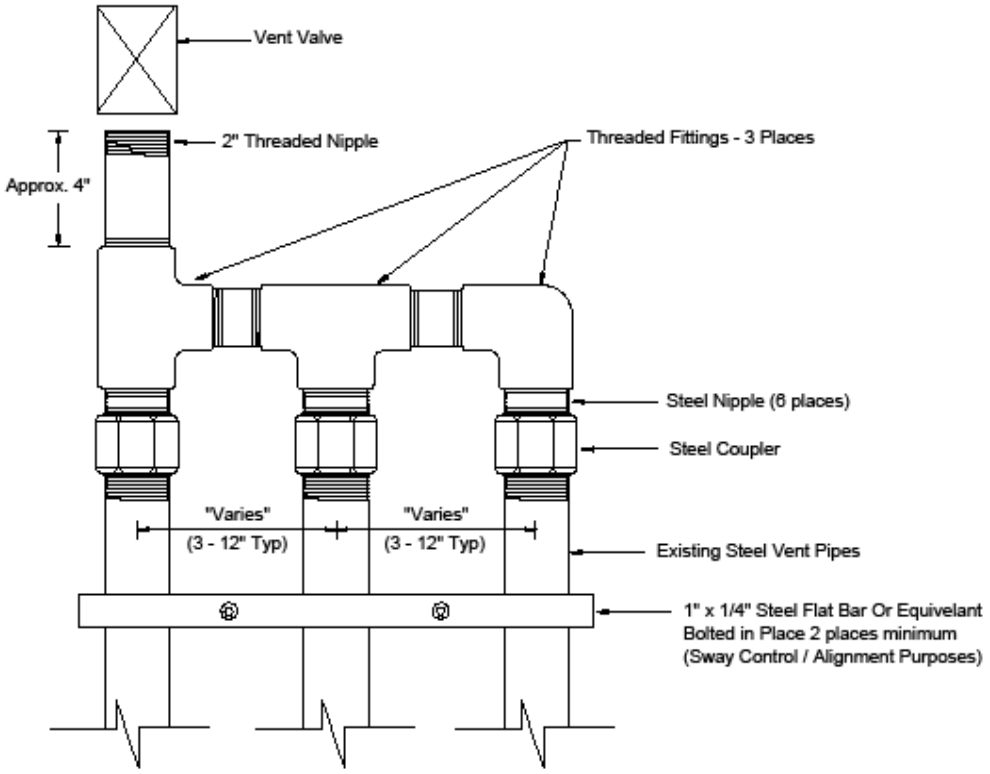
Table 2-2

Maintenance Intervals for Standing Loss Control System Components (Reference Exhibit 1 for a list of certified components)

Manufacturer	Component	Maintenance Interval
Husky	P/V Vent Valve	Annual*
Modern Custom Fabrication	Protected AST	Annual Leak Decay Test*
Steel Tank Institute	Protected AST	Annual Leak Decay Test*
ConVault® Inc.	Protected AST	Annual Leak Decay Test*
Containment Solutions, Inc	Protected AST	Annual Leak Decay Test*
Jensen Precast	Protected AST	Annual Leak Decay Test*

* See ARB *Approved Installation, Operation, and Maintenance Manual* for the Standing Loss Control Vapor Recovery System for New Installations of Aboveground Storage Tanks for more details

Figure 2A-1
Pressure/Vacuum Vent Valve Manifold Example



Note: This shows one typical configuration; other manifold configurations may be used. For example, a tee may be located in a different position, or fewer pipes may be connected, or more than one P/V valve may be installed on the manifold.

Figure 2A-2
Example of a GDF Standing Loss Control Installation Form

AST Manufacturer Model Serial Number	Product Purchase Date and Quantity of Product Purchased	Date of Application	Name and Contact Information of Person/Company Installing P/V Valve and/or AST

Figure 2A-3
Example of a GDF Standing Loss Control Maintenance Record

Date of Maintenance/ Test/Inspection/ Failure	Repair Date to Correct Test Failure	Maintenance/Test/Inspection Performed and Outcome	Affiliation	Name and Contact Information of Person/Company Conducting Maintenance or Test(s)

Exhibit 3
Manufacturing Performance Standards and Specifications

The Standing Loss Control Vapor Recovery System and all components shall be manufactured in compliance with the performance standard and specifications in CP-206, as well as the requirements specified in this Executive Order. All components shall be manufactured as certified; no change to the equipment, parts, design, materials or manufacturing process shall be made unless approved in writing by the Executive Officer. Unless specified in Exhibit 2 or in the ***ARB approved Installation, Operation and Maintenance Manual*** **for the Standing Loss Control Vapor Recovery System for New Installations of Aboveground Storage Tanks** , the requirements of this section apply to the manufacturing process and are not appropriate for determining the compliance status of a Gasoline Dispensing Facility (GDF).

Pressure/Vacuum Vent Valve of Aboveground Storage Tank Vent Pipes

1. Each Pressure/Vacuum Vent Valve (P/V valve) shall be performance tested at the factory for cracking pressure and leak rate at each specified pressure setting and shall be done in accordance with **TP-201.1E,** ***Leak Rate and Cracking Pressure of Pressure/Vacuum Vent Valves*** (October 8, 2003).

2. Each P/V valve shall be shipped with a card or label stating the performance specifications listed in Table 3-1, and a statement that the P/V valve was tested to, and met, these specifications.

3. Each P/V valve shall have permanently affixed to it a yellow or gold label with black lettering listing the positive and negative pressure settings listed in Table 3-1. The lettering of the label shall have a minimum font size of 20.

Modern Custom Fabrication SuperVault Model MH Protected Above Ground Storage Tanks (SuperVault)

1. All primary and secondary walls on the SuperVault ASTs will be constructed with a minimum 3/16" thick steel and contain a 6" interstice (interior wall space). The 6" interstice will be filled with a light weight concrete mixture per manufacturer's specifications.

2. All SuperVault ASTs will be tested during the fabrication process by applying 5 psi of positive pressure internally and externally applying a leak detecting solution to all seams and joints. This test is performed on both the primary and the secondary tanks per manufacturer's specifications.

3. All SuperVault ASTs will be affixed with a brass data plate indicating the manufacturer, model, serial, and the "SwRI" logo indicating compliance with other national standards

4. A quality control inspector will conduct the final visual check on the SuperVault AST before delivery.

Steel Tank Institute Fireguard Protected Above Ground Storage Tanks (Fireguard)

1. All primary and secondary walls on the Fireguard Protected ASTs will be constructed with a minimum 1/8" (10 gauge) thick steel and contain either a 3" or 6" interstice (interior wall space). The interstice will be filled with a propriety concrete mixture per manufacturer's specifications.

2. All Fireguard Protected ASTs will be tested during the fabrication process by applying 1.5 to 5 psi to the primary as well as the interstice to verify the leak integrity per manufacturer's specifications.

3. All Fireguard Protected ASTs will be affixed with the "*Fireguard*" logo indicating the Protected AST series. Also, a separate vinyl adhesive sticker will be on each Fireguard Protected AST indicating the serial number.

ConVault® Above Ground Storage Tanks

1. All primary tank steel plates will be constructed with a minimum of 1/8" for tanks with 1,000 gallon capacity or less and with a minimum of 3/16" for tanks 1,500 or larger. All parts of steel tank must be constructed in accordance with UL 142 Standard. Primary tank shall be pressure tested to 5 psig for a period of 24 to 48 hours.

2. Secondary containment of ConVault® tank shall be manufactured with a minimum of 1/4" Styrofoam, 30 mil thick High Density Polyethylene (HDPE) liner and 6" thick reinforced concrete. Concrete shall have a minimum of 4,000 psig compressive strength for tanks 2,000 gallon and smaller and 5,000 psig for tank larger than 2,000 gallon. Secondary containment should be vacuum tested to 10 inch mercury in accordance with the manufacturer and UL approved testing procedures.

3. All primary tanks shall be pressure tested both at the steel fabricating plant and at the pre-casting plant. The secondary containment at pre-casting plant shall be vacuum tested. Additional tests performed on the concrete will include: a slump test, an air entrainment on wet concrete and a compressive concrete strength test for the duration of 7 days, 14 days and 28 days.

4. All connections to the primary tank should be either powder coated in accordance with manufacturer Powder Coating Specifications or made of stainless steel to resist corrosion.

5. All ConVault® tanks will be affixed with an aluminum plate indicating the manufacturer, tank model and UL serial number indicating compliance with national fire codes and standards.

6. A quality control inspection will be performed on each tank during the manufacturing process and also prior to the tank delivery. The inspection is performed by a quality control personnel that is independent of production personnel. To ensure quality control standard checklists are utilized for inspection. There are separate checklists for the steel tank, pre-casting of vault, and installation of the tank

Containment Solutions, Inc Hoover Vault Aboveground Storage Tanks

1. All primary and secondary walls on the Hoover Vault ASTs will be constructed with a minimum 3/16” thick steel and contain a 4” to 6” interstice. The interstice will be filled with a light weight concrete mixture per manufacturer’s specifications. For tank capacities less than 1,000 gallons, six inches (6”) of insulation is required. For tank capacities equal to or greater than 1,000 gallons, four inches (4”) of insulation is required.

2. The primary storage tank is constructed and listed in accordance with UL 142 Standards. Per UL 142, the primary tank is pressure tested at the factory (3 to 5 psi) and in the field by the contractor (to a maximum 3 psi).

3. The secondary tank is designed and listed according to UL 2085 (insulated secondary ASTs). The secondary tank is tested liquid tight at the factory (3 to 5 psi) and in the field by the contractor (to a maximum 3 psi).

4. The exterior surface of the secondary tank shall be cleansed of foreign material and coated with a corrosion resistant industrial paint with a standard color of white.

5. The tank shall be labeled with a metal plate indicating the manufacturer, tank model and UL serial number indicating compliance with national fire codes and standards.

Jensen Precast Armor Cast® Aboveground Storage Tanks

1. General

1.1 The fuel containment system shall be designed and tested in strict accordance with UL subject 2085 listing. The UL subject 2085 listing for insulated above ground tanks for flammable liquids shall encompass both fire protective and fire resistance.

1.2 The tank owner is responsible for ensuring that the fuel containment system shall meet all local, state, and federal codes pertaining to above, around storage of flammable and combustible liquids including N.F.P.A. 30 and 30A and the Uniform Fire Code 79-7.

1.3 Numbered brass plaques issued by Underwriters Laboratories, Inc. confirming UL subject 2085 listing shall be installed on the vault and be clearly visible to inspectors and shall identify plant location.

2. Primary Containment Tank

2.1 The primary tank shall be manufactured from mild carbon steel with a thickness of 10 gauge or greater.

2.2 The primary tank shall comply with UL 142 and NFPA 30 specifications applicable to above ground flammable liquid storage.

2.3 The primary tank exterior shall be coated with a rust inhibiting oxide primer.

2.4 The primary tank shall be pressure tested to hold 3 psi for a 1 hour period. Test results shall be kept on file by the manufacturer and be available to inspectors.

2.5 The primary tank shall be cast as an integral part of the concrete lid and must allow for future visual inspection, repair or recycling of the tank components.

3. Insulation

3.1 A minimum of 1” think rigid polystyrene insulation shall be permanently affixed to the inside of the concrete encasement.

3.2 Insulation shall be located between the 6” think concrete encasement and the 30 mil liner to ensure protection in case of primary tank failure.

4. Tertiary Concrete Encasement

4.1 The concrete encasement shall be a one piece monolithically cast concrete vault, with removable and accessible cast in place interlocking beveled and sealed top lid, therefore facilitating repairs, required visual inspections, or service to primary tank.

4.2 The concrete encasement shall be a minimum of 6” thick and have a minimum compressive strength of 4000 psi.

4.3 The concrete encasement reinforcement shall be in accordance with ASTM A615 and/or ASTM A185. The steel reinforcing schedule shall be either 6” X 6” X 6 gauges steel mesh wire and/or equivalent to #4 steel rod — tied 12” on centers each way.

4.4 The concrete encasement shall be designed and testes to provide a minimum 2 hour fire protection for the primary tank, in strict accordance with UL Subject 2085 listing.

4.5 The sealant securing the lid to the concrete encasement shall be a UL listed system providing a minimum four (4) hour fire protection and conform to the uniform fire code standards for rapid rise fire tests.

4.6 The containment system shall allow for the introduction of monitoring (leak detection) devices in the tertiary containment space by means of a 2” diameter leak detection tube.

4.7 Provisions for seismic restraints shall be installed where required by code.

5. Exterior Protection

5.1 The concrete surface shall be clean, dry, completely cured, and free of any form of release agents.

5.2 The exterior surface shall be one of two (2) finish treatments.

(1) Finished Exterior shall be Exposed Aggregate finish with a Clear Fuel Resistant Epoxy Coating.

(2) Finished Exterior shall be colored (Standard Color White) 2-Part Fuel Resistant Epoxy Coating.

5.3 The primer coat shall be a two part epoxy for the primer (one coat).

5.4 The two finish coats shall be a high quality two part epoxy and be resistant to petroleum products. Standard color shall be white unless noted otherwise.

5.5 Labels and safety decals shall be applied at the factory in controlled conditions ensuring proper adhesion.

6. Auxiliary Equipment and Accessories

6.1 Steel or Aluminum ladders shall be included. Stairs and railing shall be available as shown on drawings or as site conditions warrant.

6.2 A protective primer coating shall be applied to all equipment hardware to prevent corrosive bleeding onto the tank.

6.3 Two finish coats of protective rust inhibiting enamel shall be applied to all equipment hardware to prevent corrosive bleeding onto the tank.

7. Concrete Foundation Slabs

7.1 The concrete vaulted containment system shall be set on a concrete foundation or onto a level aggregate prepared surface in strict accordance with the manufacturer's recommendations and must be specific to bearing weight and site conditions. Length, width, and thickness will vary depending upon vault size and site conditions.

7.2 The foundation slab shall reinforced concrete formed and poured at the job site or shall be reinforced pre-cast concrete. Non-shrink grout or an elastomeric bearing pad shall be placed between the support legs and the concrete foundation slab to ensure uniform bearing.

Table 3A-1
Manufacturing Performance Standards and Specifications

Component	Test Method	Standard or Specification
Pressure/Vacuum Vent Valve	TP-201.1E	• Positive pressure setting: 2.5 to 6.0 inches H2O • Negative pressure setting: 6.0 to 10.0 inches H2O • Positive Leakrate: 0.05 CFH at 2.0 inches H2O • Negative Leakrate: 0.21 CFH at -4.0 inches H2O
Modern Custom Fabrication SuperVault MH Series	Manufacturer's QA/QC	• Leak test on primary and secondary tank • Brass data plate indicating AST specifications
Steel Tank Institute Fireguard Protected AST	Manufacturer's QA/QC	• Leak test on primary and secondary tank • Vinyl adhesive sticker indicating model and serial number
ConVault, Inc® Convault Protected AST	Manufacturer's QA/QC	• Leak test on primary and secondary containment • UL Metal plate indicating model and serial number
Containment Solutions, Inc Hoover Vault AST	Manufacturer's QA/QC	• Leak test on primary and secondary containment • Metal plate indicating AST specifications and UL standards
Jensen Precast Armor Cast®	Manufacturer's QA/QC	• Pressure Leak test on primary tank. Vacuum leak test on secondary containment. • Metal plate indicating model number. UL metal plate provides serial number.

Exhibit 4
Standing Loss Control Vapor Recovery System Warranty

This limited warranty is given by Standing Loss Control System manufacturer to the purchaser of the system or products. Standing Loss Control Systems or products are warranted to be free from defect in material and workmanship under normal use, service, proper installation, and maintenance per manufacturer specifications.

A. <u>Husky pressure/vacuum vent valve 5885</u>

WARRANTY

VAPOR PRODUCTS – Husky Corporation will, at its option, repair, replace, or credit the purchase price of any Husky manufactured product which proves upon examination by Husky, to be defective in material and/or workmanship for a period of one (1) year of installation or fifteen (15) months from the manufacture date of shipment by Husky, whichever occurs first. The warranty period on repaired or replacement vapor recovery products is only for the remainder of the warranty period of the defective product.

CONVENTIONAL PRODUCTS – Husky Corporation will, at its option, repair, replace, or credit the purchase price of any Husky manufactured product which proves upon examination by Husky, to be defective in material and/or workmanship for a period of one (1) year from the manufacture date of shipment by Husky.

Buyer must return the products to Husky, transportation charges prepaid. This Warranty excludes the replaceable bellows, bellows spring assembly, spout assembly and scuff guard, unless (i) damage is obvious when the product is removed from shipping carton and (ii) the defective product is returned to Husky prior to use. This warranty does not apply to equipment or parts which have been installed improperly, damaged by misuse, improper operation or maintenance, or which are altered or repaired in any way.

The warranty provisions contained herein apply only to original purchasers who use the equipment for commercial or industrial purposes. There are no other warranties of merchantability, fitness for a particular purpose, or otherwise, and any other such warranties are hereby specifically disclaimed.

Husky assumes no liability for labor charges or other costs incurred by Buyer incidental to the service, adjustment, repair, return, removal or replacement of products. Husky assumes no liability for any incidental, consequential, or other damages under any warranty, express or implied, and all such liability is hereby expressly excluded.

Husky reserves the right to change or improve the design of any Husky fuel dispensing equipment without assuming any obligations to modify any fuel dispensing equipment previously manufactured.

Husky Corporation • 2325 Husky Way • Pacific, MO 63069 • Phone: (800) 325-3558 • Fax: (636) 825-7300 • www.husky.com

B. Protected Aboveground Storage Tank (AST)

1. Modern Custom Fabrication - SuperVault Model MH Protected AST

SUPERVAULT MH
LIMITED WARRANTY
MULTI-HAZARD RATED PROTECTED
ABOVEGROUND FUEL STORAGE TANKS
FOR FLAMMABLE AND COMBUSTIBLE LIQUIDS

Manufacturer warrants, to the original Tank Owner at the original installation site, its ***SuperVault MH*** *protected aboveground fuel storage tanks against;*

(i) the release of stored product from any secondary containment tank;
(ii) the failure of the primary tank as a result of non-corrosion related cracking, collapse or breakup; and
(iii) internal corrosion if the product is stored within the tank at ambient temperatures and consists of gasoline, gasohol, jet fuel, av.-gas, kerosene, diesel fuel, bio-diesel, new or used motor oil, E-5, E-10, E-15 E-85, 100% ethanol, 100% methanol, anti-freeze or other product compatible with steelfor a period of thirty (30) years from the date of delivery when installed, operated and maintained in accordance with local, state, and federal regulations, Manufacturer's published instructions and marking, and the conditions set forth herein.In addition, the Manufacturer warrants the tank against failure due to defective materials and workmanship for a period of one (1) year following the date of delivery of the tank.

This warranty does not cover damage resulting from accident, misuse, abuse, storage of contaminated product, acts of God, failure to perform reasonable care or maintenance, repairs and/or modifications made by non-authorized persons, or the affixing or attachment of any unauthorized* fixture or equipment to the tank. This warranty is limited to the materials and workmanship of the tank only and does not warrant internal or external coatings, decals, signs, vents, or any hardware or equipment installed on or used with the tank. To maintain this warranty, the owner must conduct visual inspections for leaks at least once each week, and keep a written record of these inspections or in the case of remote installations on a schedule approved by the manufacturer. Tank Owner must immediately notify the Manufacturer and Reseller, if any, of any deficiencies encountered in the tank.*

Manufacturer's liability under this warranty shall be limited to, at the Manufacturer's option, (a) repair of the defective tank, or (b) delivery of a replacement tank to the original point of sale, or (c) refund of the original purchase price of the tank. Manufacturer is not responsible or liable for special, incidental, or consequential damages of any kind or for costs due to loss of use, loss of profits or revenue, or unauthorized removal, repair, or replacement.*

This warranty may be transferred at the Manufacturer's sole discretion if the tank is sold to a new Owner but remains at its original installation location. All warranty transfers must be pre-approved in writing by the Manufacturer.

** All authorizations must be in writing from the Manufacturer to the Tank Owner.*

THE FOREGOING CONSTITUTES THE MANUFACTURER'S TOTAL AND EXCLUSIVE OBLIGATION AND TANK OWNER'S SOLE AND EXCLUSIVE REMEDY AND MANUFACTURER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY SPECIFIC PURPOSE.

Tank Owner:

Installation Site Address:

Serial Number(s):

Purchase Date:

Manufacturer: *Modern Custom Fabrication, Inc., P.O. Box 11925, Fresno, CA 93775*

*Signed:*_____ *Date:* _____

2. Steel Tank Institute - Fireguard Protected Aboveground Storage Tank

Fireguard® LIMITED WARRANTY
Limitations of Liability and Disclaimer

What is Covered by this Warranty
Provided that the conditions set forth below are satisfied, the steel tank manufacturer identified with the tank (hereinafter referred to as "Warrantor") warrants the **Fireguard®** tank for 30 years following delivery of the tank to the tank owner at the time of the original installation ("the Owner"), against any of the following events which may occur, provided the event occurs under operating conditions covered by this Warranty: (i) against release of stored product from any secondary containment tank; (ii) against failure of the primary tank caused by non-corrosion related cracking, breakup or collapse; and (iii) against internal corrosion as long as the product stored within the tank is compatible with steel. In addition, the Warrantor warrants the tank against failure due to defective materials and workmanship for up to 1 year following the delivery of the tank to the Owner.

Conditions to Warranty Effectiveness
The limited warranties set forth herein are subject to the following conditions:

1. The **Fireguard®** tank must be: (i) The Original Aboveground Installation within the Continental United States of America, Alaska, Hawaii, and the Commonwealth of Puerto Rico or Canada; (ii) the tank was fabricated by the Warrantor so as to meet the **Fireguard®** Specifications; and (iii) the tank was installed and maintained in accordance with the applicable **Fireguard®** specifications and the applicable **Fireguard®** Installation Instructions that were in effect on the date of shipment by the Warrantor, any subsequent maintenance procedures of which the Owner has written notice, and any applicable governmental codes and regulations. Refer to the Installation Instructions on the back of this document for technical requirements concerning relocation of this tank by the original owner, in order to retain warranty eligibility. Tanks remaining in their original installation location will retain warranty eligibility if the facility where the tank is installed is sold to a new owner.

2. This Limited Warranty is not valid unless, and until, the Warranty Validation Card is fully completed by the Owner and returned to Steel Tank Institute (STI) within 30 days after the date of tank installation, or 90 days after the Warrantor's shipment of the tank, whichever comes first.

3. Upon discovery of a suspected tank failure or leak by the Owner, the Owner shall give the Warrantor written notice of the suspected tank failure or leak and permit the Warrantor or its designated representative to inspect the tank site prior to, during and after excavation of the tank. The tank owner bears the responsibility to identify that the cause of the failure is from one of the events within the Conditions covered by the Warranty.

4. Upon the Warrantor's determination that the tank failure or leak is covered by this Limited Warranty, the Warrantor at its sole option shall: (1) repair the tank; or (2) replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original tank; or (3) refund the purchase price of the original tank. If the Warrantor is unable to repair or replace the tank, it shall refund the original purchase price of the tank.

What is Not Covered by this Warranty
Warrantor does not warrant any piping system or any other attachments connected with the tank. Under no circumstances, shall the Warrantor be liable for (1) the cost of repair or replacement of any piping system or other attachments to the tank; or (2) labor costs or other installation costs for tank repair or replacement; or (3) damage to the tank or other property resulting from the accumulation of water in the tank; or (4) damage caused by other improper operating or maintenance practices; or (5) tank failure due to defective materials and workmanship later than one year following delivery of the tank to the Owner. This Warranty does not cover STI Generator Base Tanks.

Limitation of Liability and Exclusion of Other Remedies and Damages
The foregoing remedy of repair, replacement or refund shall constitute the sole and exclusive remedy to the Owner. Under no circumstances, shall the liability of the Warrantor, or its affiliates or subsidiaries, under this warranty, exceed the purchase price of the tank.

IN NO EVENT SHALL THE WARRANTOR, OR ITS AFFILIATES OR SUBSIDIARIES, BE LIABLE FOR CLAIMS OF PERSONAL INJURY OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE TANK OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COST, CLAIMS OF CUSTOMERS OF THE OWNER FOR SUCH DAMAGES, OR FOR DAMAGE TO PROPERTY, WHETHER SUCH CLAIM SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THIS LIMITED WARRANTY, OR EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF THE TANK.

Consumer Notice
The exclusion of indirect or consequential damages and the limitation of implied warranties herein may not be applicable to purchasers who are deemed "consumers" and who reside in states that do not allow the limitation of implied warranties or the exclusion of indirect or consequential damages otherwise applicable to consumers. Moreover, if you are deemed a "consumer", you may have specific legal rights in addition to those set forth in this warranty, which rights vary from state to state.

Disclaimer of Other Warranties
THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Financial Assurance
Warrantor may have purchased insurance to cover some of its warranty obligations under this Limited Warranty. Such insurance would provide financial assurance for Warrantor's warranty obligations, but would not insure the Owner directly. If the Warrantor has purchased such insurance coverage, the Owner may request that the Warrantor provide a certificate of insurance to evidence Warrantor's purchase of such insurance.

Effective with installations on or after January 1, 2007.

Item # 130-40-0005 1/1/07

3. ConVault® Aboveground Storage Tank

The Industry Leader In Aboveground Fuel Storage Systems

LIMITED WARRANTY

ConVault Inc. warrants each CONVAULT® tank against defects in material or workmanship to the original owner from the date of purchase, for a period of twenty (20) years or thirty (30) years depending on model number of the tank. Convault agrees to repair or replace any defective unit without charge provided that the tank is operated and maintained in accordance with the manufacturer's Owner's Manual except as set forth below. **FAILURE TO INSTALL, AND TEST IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION AND TESTING, OR REPAIRS OR MODIFICATIONS BY NON-AUTHORIZED PERSONS WILL VOID THIS WARRANTY.** If the ConVault® tank is moved from its original installation, it must again be installed in accordance with manufacturer's specifications and ConVault, Inc. must be notified of the move and the new location.

CONVAULT® tanks are designed under current laws and regulations for storage of gasoline, diesel, methanol, ethanol motor oils, and other petroleum-based products. CONVAULT® tanks are not designed for storage of corrosives, toxic materials, or chemicals. This Limited Warranty is not valid unless and until the warranty validation card is fully completed by the ultimate purchaser and returned to ConVault, Inc. within thirty (30) days after the date of installation or ninety (90) days after the Licensee's shipment as reflected on the warranty validation card, whichever comes first. To continue this warranty in effect, the user has a duty to conduct visual inspections at least weekly to check for leaks and to maintain the CONVAULT® tank in accordance with its Owner's Manual. The primary tank must be inspected monthly for the presence of water and any water found must be removed. In the event leaks are determined, ConVault, Inc. must be contacted within two (2) working days at the following toll free number: 800-222-7099. This warranty does not cover damage resulting from accident, misuse or abuse, lack of reasonable care, acts of God, or the affixing of any attachment not provided with the product. This warranty is limited to the tank only and does not include paint, signs and decals, air vents, pump, and/or pump components. Small cracks in concrete result from normal expansion and contraction and are not covered by warranty. Such cracks will not affect primary or secondary containment or fire retardation abilities of the tank.

THIS WARRANTY IS LIMITED TO REPLACEMENT OR REPAIR OF THE CONVAULT® TANK AT THE OPTION OF CONVAULT, INC. AND EXCLUDES ANY OTHER OR FURTHER REMEDIAL MEASURES. NO RESPONSIBILITY OR LIABILITY IS ASSUMED FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

You may obtain warranty service by contacting any dealer of ConVault, Inc. To perform warranty service, the CONVAULT® tank must be accessible by forklift or crane. ConVault, Inc. will not be liable for any costs or damages resulting from lack of accessibility.

There are no warranties, which extend beyond the face hereof.

* CONVAULT® primary tanks may be pressurized up to 3 psig for testing purposes only, provided, however, that after flammable or combustible liquids have been placed in the tank, the tank shall be pressurized using inert gases such as Nitrogen. If any additional testing is required, please contact ConVault, Inc. for instructions prior to testing.

***You may fill out the Warranty Validation Card on line at http://www.convault.com. ***

4. Containment Solutions, Inc Hoover Vault Tank

Hoover Vault Tank™
Limited Warranty

What is Covered by this Warranty

Provided that the conditions set forth below are satisfied, Containment Solutions, Inc. (CSI) warrants each Hoover Vault Tank™ for 30 years following delivery of the tank to the tank owner at the time of the original installation ("the Owner"), against any of the following events which may occur, provided the event occurs under normal operating conditions: (I) against release of stored product from any secondary containment tank; (ii) against failure of the primary tank caused by non-corrosion related cracking, breakup or collapse; (iii) against internal corrosion as long as the product stored within the tank is compatible with steel; and (iv) that the owner maintains the tank in accordance with the instructions accompanying the tank. In addition, CSI warrants the tank against failure due to defective materials and workmanship for 1 year following the delivery of the tank to the Owner.

Conditions to Warranty Effectiveness

The limited warranties set forth herein are subject to the following conditions:

1. The Hoover Vault Tank™ must be: (i) installed within the Continental United States of America, Alaska, Hawaii, and the Commonwealth of Puerto Rico or Canada; and (ii) the tank was installed and maintained in accordance with the applicable Vault Tank™ specifications and applicable Vault Tank™ Installation Instructions that were in effect on the date of shipment by CSI, any subsequent maintenance procedures of which the Owner has written notice, and any applicable governmental codes and regulations.
2. Upon discovery of a suspected tank failure or leak by the Owner, the Owner shall give CSI written notice of the suspected tank failure or leak and permit CSI or its designated representative to inspect the tank site prior to, during and after excavation of the tank.
3. Upon CSI's determination that the tank failure or leak is covered by this Limited Warranty, CSI at its sole option shall: (1) repair the tank; (2) replace it with a tank of approximately the same size, design, quality of material and workmanship specified for the original tank; or (3) refund the purchase price of the original tank. If CSI is unable to repair or replace the tank, it shall refund the original purchase price of the tank.
4. CSI receiving full payment for the products covered in this warranty.

What is Not Covered by this Warranty

CSI does not warrant paint, linings, decals, or any accessory items such as vents, pumps, gauges, etc. (2) labor costs or other installation costs for tank repair or replacement; (3) damage to the tank or other property resulting from the accumulation of water in the tank; or (4) damage caused by other improper operating or maintenance practices.

Limitation of Liability and Exclusion of Other Remedies and Damages

The foregoing remedy of repair, replacement or refund shall constitute the sole and exclusive remedy of the Owner. Under no circumstances, shall the liability of CSI under this warranty, exceed the purchase price of the tank.

IN NO EVENT SHALL CSI BE LIABLE FOR CLAIMS OF PERSONAL INJURY OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE TANK OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COST, CLAIMS OF CUSTOMERS OF THE OWNER FOR SUCH DAMAGES, OR FOR DAMAGE TO PROPERTY, WHETHER SUCH CLAIM SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THIS LIMITED WARRANTY, OR EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF THE TANK.

Consumer Notice

The exclusion of indirect or consequential damages and the limitation of implied warranties herein may not be applicable to purchasers who are deemed "consumers" and who reside in states that do not allow the limitation of implied warranties or the exclusion of indirect or consequential damages otherwise applicable to consumers. Moreover, if you are deemed a "consumer", you may have specific legal rights in addition to those set forth in this warranty, which rights vary from state to state.

Disclaimer of Other Warranties

THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Effective Date: 03/01/2009

CONTAINMENT SOLUTIONS

5150 Jefferson Chemical Road • Conroe, Texas 77301 • Tel: 936-756-7731 • www.containmentsolutions.com
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5. Jensen Precast Armor Cast® Tank

ARMOR CAST®
ARMOR VAULT®

~ 30 YEAR LIMITED WARRANTY ~

OWNER/LOCATION: _____

_____

AUTHORIZED LICENSED MANUFACTURER: _____

UNDERWRITERS LABORATORIES # _____ DATE: _____

The Manufacturer warrants each ARMOR CAST® & ARMOR VAULT® Storage Tank against defects in material or workmanship except as set forth below, for a period of Thirty (30) years from the date of purchase in accordance with the Warranty as stated below. Failure to install, maintain or operate in accordance with manufacturers instructions and specifications, and applicable state and federal regulations, or repairs or modifications by non-authorized persons, will void this Warranty.

ARMOR CAST ® & ARMOR VAULT® Storage Tanks are designed for storage of gasoline, diesel and motor oils and not for storage of corrosives, toxic materials or chemicals. The owner/user is required to conduct visual inspections at least weekly to check for leaks. In the event leaks are determined, the Manufacturer must be contacted.

It is required that each ARMOR CAST® & ARMOR VAULT® Storage Tank be properly Electrically Connected and Grounded according to PEI and/or NFPA Standards and Local, State, and Federal regulations. It is the owners responsibility at the time of installation to properly ground each ARMOR CAST® & ARMOR VAULT® unit. Care should be taken to visually inspect grounding connections routinely. This Limited 30-Year Warranty is void if failure should occur as a result of improper care or tampering with the installation of the ground rods, or site components.

This Warranty does not cover damage resulting from accident, misuse or abuse, lack of reasonable care, acts of GOD, or the affixing of any attachment not provided with this product. This Warranty is limited to the tank only and *does not* include: Paint, Decals, Air Vents, Pump and or Pump Components, or any accessory items. Small cracks in the concrete resulting from normal expansion and contraction are not covered by this warranty. Such cracks in concrete will not affect primary or secondary containment or the fire retardation abilities of the tank.

In the event the tank fails to comply with this Warranty, The Manufacturer will correct such non-conformity at its option by: (1) repairing, (2) replacing, or (3) refunding of pro-rated original purchase price. The Manufacturer will correct such non-conformity at its option, by repairing, replacing, or refunding the original purchase price of the defective part or parts F.O.B. its Manufacturing facility, provided that the vaulted tank has been installed, operated and maintained as recommended by the Manufacturer. You may obtain service by contacting the Manufacturer. To perform service, warranty or otherwise, the ARMOR CAST® & ARMOR VAULT® must be accessible by forklift or crane and the Manufacturer will not be liable for any costs or damages resulting from the lack of accessibility. The Manufacturer shall not be liable for special, indirect or consequential damages, including without limitation, costs, expenses or liabilities associated with environmental contamination, fires, explosions, or other consequences allegedly attributed to a breach of Warranty or damages under deceptive trade practice acts or similar consumer protection acts. Replacement of the primary tank will be pro-rated over a period of up to Thirty (30) years at the original selling price. All other components are covered under their respective manufacturers stated Warranties.

The forgoing constitutes our exclusive obligation and the Manufacturer makes no other Warranties, expressed or implied, written or oral as to the fitness for a particular purpose, except as stated above.----