

Part #: 5169375

Thank you for purchasing the FIMCO 45 Gallon Storage Tank.

The FIMCO 45 Gallon Storage Tank includes:
(1) 3/4" Double-Threaded Bulkhead Fitting (5273736).
(1) 6" DHI Spring Check Lid (5058230)
(1) 6" Lid Gasket (5058231)

UV resistant, completely drainable, molded white polymer tank. Made of high density polyethylene. Tank dimensions: 37.25" x 23" x 19.75".

Warranty

LIMITED WARRANTY FOR NEW FIMCO, IND. EQUIPMENT

WHO MAY USE THIS LIMITED WARRANTY. This limited warranty (the "Limited Warranty") is provided by Fimco, Ind. to the original purchaser ("you") of the Equipment (as defined below) from Fimco, Ind. or one of Fimco, Ind.'s authorized dealers. This Limited Warranty does not apply to any subsequent owner or other transferee of the Equipment. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WHAT THIS LIMITED WARRANTY COVERS AND FOR HOW LONG. Fimco, Ind. warrants that any new Equipment will be free from defects in material and workmanship for a period of **one (1) year** (homeowner), **90 days** (commercial user), after delivery of the Equipment to you (the "Warranty Period"). The Warranty Period is not extended if Fimco, Ind. repairs or replaces the Equipment.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY. This Limited Warranty does not apply to: (1) used Equipment; (2) any Equipment that has been altered, changed, repaired or treated since its delivery to you, other than by Fimco, Ind. or its authorized dealers; (3) damage or depreciation due to normal wear and tear; (4) defects or damage due to failure to follow Fimco, Ind.'s operator's manual, specifications or other written instructions, or improper storage, operation, maintenance, application or installation of parts; (5) defects or damage due to misuse, accident or neglect, "acts of God" or other events beyond Fimco, Ind.'s reasonable control; (6) accessories, attachments, tools or parts that were not manufactured by Fimco, Ind., whether or not sold or operated with the Equipment; or (7) rubber parts, such as tires, hoses and grommets.

HOW TO OBTAIN WARRANTY SERVICE. To obtain warranty service under this Limited Warranty, you must (1) provide written notice to Fimco, Ind. of the defect during the Warranty Period and within **thirty (30)** days after the defect becomes apparent or the repair becomes necessary, at the following address: Fimco, Ind., 1000 Fimco Lane, North Sioux City, SD 57049; and (2) make the Equipment available to Fimco, Ind. or an authorized dealer within a reasonable period of time. For more information about this Limited Warranty, please call: **800-831-0027**.

WHAT REMEDIES ARE AVAILABLE UNDER THIS LIMITED WARRANTY. If the conditions set forth above are fulfilled and the Equipment or any part thereof is found to be defective, Fimco, Ind. shall, at its own cost, and at its option, either repair or replace the defective Equipment or part. Fimco, Ind. will pay for shipping and handling fees to return the repaired or replacement Equipment or part to you.

LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES, AND FIMCO, IND.'S SOLE LIABILITY, FOR ANY BREACH OF THIS LIMITED WARRANTY. TO THE EXTENT APPLICABLE, ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIM-ITED IN DURATION TO THE WARRANTY PERIOD, AND THE REMEDIES AVAILABLE FOR BREACH THEREOF SHALL BE LIMITED TO THE REMEDIES AVAILABLE UNDER THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL FIMCO, IND.'S LIABILITY UNDER THIS LIMITED WARRANTY EX-CEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE EQUIPMENT, NOR SHALL FIMCO, IND. BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



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