

## 3-Year Limited Manufacturer Warranty

We stand by our products! For warranty questions please call customer service at 801-827-0500, email us at [warranty@surecanusa.com](mailto:warranty@surecanusa.com) or submit a claim at <https://www.surecanusa.com/warranty>.

Warranty Claim: Submit below, please be as descriptive as possible in your message. Information from your product is required.

SureCan, Inc., ("SureCan") extends this Limited Three Year Warranty to the original end-use purchaser of SureCan fuel container products\* (including Gasoline, Diesel and Kerosene Fuel Containers and Utility Products) or the person receiving a Product as a gift, provided that the SureCan Product was purchased from an Authorized Dealer as defined below. The Limited Warranty does not extend to any other person or transferee. Statutory or common law may provide additional rights or remedies that vary from state to state, and country to country, which are not affected by this Limited Warranty.

This warranty begins when you purchase a Product and lasts for Three (3) years unless stated otherwise. To determine how long your warranty lasts and because warranty periods may vary from Product to Product, please refer to your sales receipt. Coverage terminates, including any and all implied warranties such as the implied warranty of merchantability or fitness for a particular purpose, at the end of the applicable warranty period or earlier if you sell or otherwise transfer ownership of your vehicle using the Product. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If a Product is replaced under this warranty ("Defective Product"), a replacement Product will be covered for ninety (90) days from the date of exchange or the remainder of the warranty period, whichever is greater.

### DEFINITIONS

"Authorized Dealer" means any distributor, reseller or retailer that was duly authorized by SureCan at the time of the sale to sell authentic SureCan products in the jurisdiction where it sold the Product, and that sold the Product in new, unused condition in its original packaging.

"Fraud or Misrepresentation" means misrepresenting any fact related to a warranty claim to SureCan, including the nature of the defect, whether the Product was purchased from an Authorized Dealer, and the authenticity of the Product. Any representation of a claimed Manufacturing Defect that was known to be caused completely or partially by (a) any use other than Intended Use, (b) transportation, neglect, misuse or abuse by anyone other than SureCan's employees, (c) alteration, tampering or modification of the Product by anyone other than a SureCan employee, (d) accident (other than a malfunction that would otherwise qualify as a Manufacturing Defect), (e) maintenance or service of the Product by anyone other than a SureCan employee or agent, (f) exposure of the Product to extreme heat, bright light, sun, liquids, sand or other contaminants, or (g) acts outside the control of SureCan, including without limitation acts of God, fire, storms, earthquake or flood, is considered fraud.

FURTHER, THIS WARRANTY DOES NOT EXTEND TO PRODUCT THAT FAILS DUE TO (i) ACCIDENT OR COLLISION; (ii) IMPROPER USE, INSTALLATION, MAINTENANCE OR SERVICE; (iii) COMBINATION OF THE PRODUCT WITH OTHER THIRD-PARTY PRODUCT(S) WHICH FAIL; (iv) ABUSE, MISUSE, MODIFICATION, OR NEGLIGENCE; (v) FAILURE TO FOLLOW DIRECTIONS; (vi) AN ACT OF GOD (SUCH AS A FLOOD, CHEMICAL FALLOUT, SALT, HAIL OR OTHER ENVIRONMENTAL CONDITIONS INCLUDING NATURAL DISASTERS); (vii) INSTALLATION OR USE ON VEHICLES USED FOR POWERSPORTS, OFF-ROAD, OR RACING PURPOSES

WHERE SUCH PRODUCT IS NOT INTENDED FOR POWERSPORTS, OFF-ROAD, OR RACING PURPOSES; OR (viii) INSTALLATION OR USE ON VEHICLES USED FOR MARINE PURPOSES WHERE SUCH PRODUCT IS NOT INTENDED FOR MARINE USE.

THIS WARRANTY DOES NOT COVER LABOR, TOWING, OR RENTAL CAR CHARGES, WHICH ARE YOUR SOLE RESPONSIBILITY.

“Intended Use” means use of the Product (a) in refueling, (b) for private (as opposed to commercial) purposes, (c) in conformity with all applicable local, state or federal law, code or regulations (including without limitation building and/or electrical codes), (d) in accordance with SureCan recommendations and/or instructions in the materials and documentation that accompany the Product.

“Three Year Warranty” means that the SureCan Products are free from defect in material and workmanship. SureCan will, at its option, replace the product in question if it is proven to be defective from normal operating conditions or provide a refund instead of replacing such Product. SureCan holds the right to void the Product Warranty as determined by SureCan in its sole discretion.

#### SCOPE OF LIMITED WARRANTY

SureCan provides a Limited Three Year Warranty against Manufacturing Defects for all authentic SureCan Products. If a Product contained a Manufacturing Defect when it was purchased from an Authorized Dealer, SureCan, at its sole discretion, will replace the product in question. The amount of the Warranty shall be equal to the purchase price of the Product paid to the Authorized Dealer. SureCan reserves the right to inspect any Product subject to a warranty claim to determine, at its sole discretion, whether the claimed defect is a Manufacturing Defect or otherwise. SureCan DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES UNDER THIS LIMITED WARRANTY.

#### TERMS AND CONDITIONS

By submitting this warranty request, you agree to the following Terms and Conditions:

In the case of Fraud or Misrepresentation, SureCan reserves the right to deny all warranty coverage or claims.

Risk of Loss- SureCan is not responsible for any Product that is lost in shipping and not actually received by SureCan. To avoid unnecessary delays and minimize the possibility of a lost Product, we strongly suggest that you use the return label provided to you by SureCan’s online warranty system to send your Product to SureCan. No warranty will be provided for any Product not actually received by SureCan.

SureCan reserves the right to determine, at its sole discretion, whether a defect is a manufacturing defect and what type of credit or replacement shall be issued, if any.

All warranty Products sent to SureCan will not be returned to you for any reason. Defective Products may be subject to engineering analysis and recycling, as part of our continued commitment to improving the quality of our products and the environment.

#### CHOICE OF LAW/JURISDICTION.

This Limited Warranty and any disputes arising out of or in connection with this Limited Warranty ("Disputes") shall be governed by the laws of the State of Utah, USA, excluding conflicts of law principles

and excluding the Convention for the International Sale of Goods. The courts located in the State of Utah, USA shall have exclusive jurisdiction over any Disputes.

OTHER RIGHTS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION, AND WHICH SHALL NOT BE AFFECTED BY THIS LIMITED WARRANTY. THIS WARRANTY EXTENDS ONLY TO YOU AND CANNOT BE TRANSFERRED OR ASSIGNED. If any provision of this Limited Warranty is unlawful, void or unenforceable, that provision shall be deemed severable and shall not affect any remaining provisions. In case of any inconsistency between the English and other versions of this Limited Warranty, the English version shall prevail.

\* SureCan's limited Three Year Warranty covers only SureCan branded Fuel Container products, including all accessories. This warranty does not extend to or otherwise cover any SureCan co-branded or collaborative partner products, whether bundled or sold separately, or any product bearing a SureCan trademark but not actually manufactured by or on behalf of SureCan (together "Collab Products").