

Customer: \_\_\_\_\_

Terminal Location: \_\_\_\_\_

Terminal Manager: \_\_\_\_\_

System(s) Installed: \_\_\_\_\_

Install Technician: \_\_\_\_\_

Install Date: \_\_\_\_\_

Warranty Period: \_\_\_\_\_ TO \_\_\_\_\_

5-YEAR WARRANTY

Systems/Equipment must be purchased from and installed entirely by Titan Industries. This is an exclusionary warranty that covers 100% of the system and its components. Provides 15% discount on spare parts for purchased system, only for duration of warranty coverage.

3-YEAR WARRANTY

Systems/Equipment must be purchased from Titan Industries as well as consultation services for the install. This is an exclusionary warranty that covers 100% of the system and its components. Provides 10% discount on spare parts for purchased system, only for duration of warranty coverage.

2-YEAR WARRANTY

Buyer only purchases systems/equipment from Titan Industries without Titan installation. Independent installation processes must be approved by Titan personnel and start-up procedures will need to be reviewed with the customer. This is an exclusionary warranty that covers 100% of the system and its components. Provides 5% discount on all spare parts for purchased system, only for duration of warranty coverage.

1-YEAR STANDARD WARRANTY

Covers all equipment sales without Titan installation or oversight as well as equipment sales for international sales. No spare parts discount.

WARRANTY:

A.) Titan Industries warrants that the Products provided to Buyer shall for a period of one/two/three/five year(s) from the date of delivery from Titan Industries' facility ("Warranty Period") (i) meet the specifications for the Products if any provided by Titan Industries; and (ii) be free from defects in workmanship and material.

B.) If a Product is defective in workmanship or material or does not meet the specifications, if any, provided Buyer provides prompt written notice of the defect within the Warranty Period, Titan Industries will at its option, during the Warranty Period, (i) repair or replace the Product at no charge to Buyer; or (ii) provide to Buyer a credit equal to the purchase price of the Product. Freight charges for Products returned to Titan Industries for repair/warranty analysis are the responsibility of Buyer, and upon such return, Buyer must properly package such Product to protect against risk of loss and damage, including damage from electrostatic discharge. Such repair, replacement or issuance of a credit shall be Buyer's sole and exclusive remedy with respect to a breach of the warranty set forth herein. All costs of de-installation or re-installation of the Product shall be borne by Buyer. Where Products

are replaced pursuant to this Section, Buyer shall be invoiced for the replaced Products and then issued a credit for such Products.

C.) **Warranty Exclusions:** Buyer must purchase the complete and entire additive system, load-arm skid, offload system, or ethanol/biodiesel blending system from Titan Industries for any warranty to be valid. If, however, upon inspection of any of the Products to which this warranty applies, Titan Industries determines that a claimed defect resulted from (i) normal wear and tear, including corrosion; (ii) installation and/or maintenance by Buyer or a third party; (iii) misuse or abuse, whether willful or negligent, of any of the Products by any person other than Titan Industries; (iv) modifications, alterations, service, repair or replacement made by Buyer or a third party during the Warranty Period that were not requested or authorized by Titan Industries; (v) any combination or use of the Products with any incompatible equipment or ancillary products that may be connected to the Products; (vi) failure of Buyer to maintain environmental conditions in accordance with Titan Industries specifications or instructions, including but not limited to, adequate electrical power, temperature and humidity control; (vii) failure to follow all instructions provided by Titan Industries (whether oral or written); (viii) customized equipment manufactured by third parties for incorporation into any of the Products; (ix) defects or errors in any custom specifications provided by Buyer; (x) causes beyond Titan Industries reasonable control; or (xi) causes other than our workmanship or materials, then the warranty shall be null and void and cease to apply. Titan Industries shall have the sole right to determine whether Products are actually defective and the cause of the alleged defect.

D.) **SYSTEMS AND SPARE PARTS DEFINED:**

**Additive Systems:** Tanks/totes (smaller than 20k), containments - concrete or pans, additive pumps, piping, starters, injectors, batch controller (excluding the TMS, load arm equipment, preset, shipping, and any programming required for completion of system)

**Additive System Spare Parts:** Gears, meters, check-valves, O-rings, solenoid, strainer kit, sensors, PLCs, and miscellaneous rebuild kits if applicable.

**Load Skids:** Meters, control valves, valves, check valves, pipe, design, skid frames, Pressure and temp probes, overfill and grounding protection)

**Load Skid Spare Parts:** Meter components, O-rings, solenoids and rebuild kits, strainer wearable, and miscellaneous kits if applicable.

**Offload System:** Pumps, valves, check valves, hoses, overfill and grounding protection, pipes, and frames as required (excluding the TMS, Load arm equipment, preset, shipping, and any programming required for completion of system)

**Offload System Spare Parts:** Solenoids, solenoid rebuild kits (if applicable), and miscellaneous rebuild kits (if applicable).

**Blenders:** Meter components, O-rings, solenoids and rebuild kits, strainer wearable, and miscellaneous rebuild kits (if applicable).

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