



# LIMITED WARRANTY

Fischer Tanks, LLC purchases, sells and refurbishes propane tanks.

Fischer Tanks, LLC warrants products sold or refurbished hereunder against defects in material and workmanship under normal use and service as follows:

## A. Tanks sold by Fischer Tanks, LLC:

- 1) Aboveground propane tanks for a period of 5 years;
- 2) Interchangeable aboveground/underground propane tanks as follows:
  - a) If used for aboveground service, for a period of 5 years;
  - b) If used for underground service, for a period of 1 year;
- 3) Underground propane tanks for a period of not more than 1 year.

## B. Tanks refurbished by Fischer Tanks, LLC:

- 1) The exterior finish shall be warranted against defects in color, depth of coating, coverage, and wear for a period of 2 years from the date of acceptance by Customer.
- 2) All valves, gauges and other exterior parts will be warranted in accordance with the warranty provided by the part manufacturer. Installation shall be warranted against leakage and defects in workmanship for a period of 2 years from the date of acceptance by the Customer.

Fischer Tanks, LLC's sole obligation and Customer's or any other person's exclusive remedy under the aforesaid warranty or under any other warranty implied by law is limited to (1) replacement of any tank (when the warranty applies to a tank sold by Fischer Tanks, LLC) part or parts proven to be defective in material and workmanship or (2) refund or credit of the original purchase price to be applied to the customer's account. The choice of said remedies shall be determined by Fischer Tanks, LLC in its sole discretion. The buyer shall permit Fischer Tanks, LLC to inspect the product so that it may determine its obligation, if any, hereunder. Fischer Tanks, LLC, at its option, shall be entitled to the return of the defective tank, part or parts prior to the settlement of its obligation, if any, under this warranty.

## WHAT IS NOT COVERED:

1) Coated surfaces (except those proven to be caused by Fischer Tank's poor powder coating application or defective powder product); 2) brass valves and fittings not installed by Fischer Tanks; 3) damage or defect caused by improper installation by Customer, accident, misuse, abuse, alteration, modification or act of God; 4) normal wear and tear.

This warranty extends and applies only to the original Customer, whether dealer or consumer, and does not extend to a person or entity who purchases our product from a dealer or otherwise, i.e., this warranty may not be transferred.

**OTHER TERMS:** This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Fischer Tanks, LLC does not authorize any person to create for it any other obligation or liability in connection with the products it sells or refurbishes. Any implied warranty of merchantability or fitness for a particular purpose applicable to these products is limited in duration to the duration of this written warranty. Replacement of proven defective part/parts, or refund/credit applied to customer's account, are the exclusive remedies under this written warranty or any implied warranty. Fischer Tanks, LLC shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty.\*

\*Some states do not allow limitations on how long and implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions apply to the extent permitted under applicable state law.

**Effective date:** January 1, 2016

**Fischer Tanks, LLC**  
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