

Icon repair products are designed to extend the working life of existing containment equipment and help avoid expensive replacement costs for as long as possible. Environmental conditions vary enormously from region to region and containment equipment is affected by these conditions. Temperature ranges, ground water levels and make up, fuel and fuel vapors, microbial presence, airborne contaminants and much more can effect the life of all containment equipment. Icon repair products are made from the most durable and rigorously tested materials found in the industry for their respective applications, and we are continually researching and testing new materials to ensure that is the case as technology advances.

STANDARD SUMP LID PRODUCT LIMITED WARRANTY

The manufacturer warrants to the original owner/user that a containment sump repair lid (a "Lid Product") that is installed by a trained and certified installer in accordance with official Icon installation instructions will maintain its structural integrity and will not deteriorate or fail under normal exposure to fuels, water, and normal environmental conditions present in areas for which the Lid Product is designed and intended to be used for a period of five (5) years from the date of installation. The manufacturer will supply replacement parts, which may include a refurbished lid, for any Lid Product that deteriorates to the point of leakage during such five (5) year period. Warranty replacement Lid Products will continue to be covered by the original Lid Product's warranty for the period corresponding to the remaining warranty period of the original Lid Product. "Deteriorate" for the purpose of this warranty means a significant physical property loss that results in cracking, breakdown or swelling to the point that the seal is compromised and a leak results. A "leak" is defined by a lid product's failure to keep water out of a containment sump under normal operating conditions. EasyFit products are not designed to be submerged. Swelling or discoloration that does not materially detract from Lid Product's performance does not constitute deterioration of the Product that is covered by this warranty.

Limitations and Exclusions

1. The manufacturer's obligations under this warranty and the sole remedy for its breach are limited to replacement parts, which may include a refurbished EasyFit lid, at the discretion of the manufacturer. Costs of removal of the defective Lid Product and installation of the replacement Lid Product are specifically not covered by this warranty.
2. This warranty is not valid unless the original installation of the Lid Product was performed by a certified and trained installer using official Icon installation instructions.
3. The manufacturer will have no obligations under this warranty with respect to Lid Products that have been modified or damaged through misuse, abuse, accident, neglect or mishandling by the installer, purchaser or purchaser's customer.
4. Damage to Lid Products caused by events outside of manufacturer's control or structural failure of the underground fuel supply and containment system in which the Lid Product is included, or fire, earthquake, other natural or man-made disaster, or other force majeure events are not covered by this warranty.
5. The warranty does not cover or include damage or deterioration caused by corrosion.

Notification of Claim

The original owner/user of the Lid Product for which a claim under this warranty (a "Claim") is being made must notify the manufacturer in writing of any Claim within fourteen (14) days of becoming aware of the Lid Product deterioration or failure. A notice of Claim must include the following information: site name and address, pictures and details of the failing Lid Product, the name and address of the installing contractor's company, the name of the individual trained installer who carried out the work, and the date of installation of the Lid Product. The owner/user will also provide such other information as requested by Icon Containment. The manufacturer reserves the right to perform onsite inspections with respect to all Claims. If the manufacturer determines that the Claim is not covered by this warranty, the owner/user will reimburse the manufacturer for its costs and expenses incurred in connection with the onsite inspection. Failure to provide the information required herein in connection with a Claim or failure to permit the manufacturer to conduct an onsite inspection will constitute a waiver of all rights under this warranty. The manufacturer's determination with respect to the applicability of this warranty with respect to any Claim will be final.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE LID PRODUCTS, AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. THE MANUFACTURER, SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No person is authorized to bind the manufacturer, to any other warranty, obligation or liability for any Lid Product. Installation and use of a Lid Product for which this warranty is issued shall constitute acceptance of the terms hereof.

Unintended Use of Products

Lid Products are intended only for installation by Icon certified and trained installers, and only for the intended uses as described in the corresponding current the manufacturer training materials. If using a Lid Product for any use or application not described in the the manufacturer training materials, the owner/user shall assume all risk and liability in connection with such other use or application.