



# Manufacturer's Direct Guarantee for Bunded Tank



## 1. General

This Guarantee is provided by Sturdy Products Limited, having its registered office at Blessington Industrial Estate, Blessington, Co. Wicklow (the "Guarantor"). The purpose of this Guarantee is to guarantee your Tank (as defined below) against defect in materials and workmanship during the Guarantee Period (as defined below). This Guarantee does not affect your statutory rights.

## 2. Definitions

In this Guarantee the following terms shall have the following meanings:

- 2.1 "Applicable European Standard"**, European Standard EN 13341 & prEN15724 on the manufacturing and testing requirements prescribed in respect of thermoplastic static tanks and secondary containment, compiled by Technical Committee CEN/TC 266, this standard may be varied, supplemented or replaced from time to time;
- 2.2 "Customer"** or **"you"**, the first person to purchase the Tank and use the Tank for the purpose of storing Domestic Fuels for domestic heating purposes;
- 2.3 "Domestic Fuels"**, domestic heating oil, domestic kerosene and domestic diesel fuels, in each case with a flash point in excess of 55 °C as determined by EN ISO 2719;
- 2.4 "Guarantee Period"**, Five, years from the date of manufacture;
- 2.5 "Tank"**, the tank with which this Guarantee is supplied, namely a bunded rotation-moulded thermoplastic static tank having a capacity between 450 litres and 3,500 litres for the above-ground storage of Domestic Fuels, manufactured in accordance with the Applicable European Standard, and which serve a heat producing appliance;
- 2.6 "Registration"**, To activate your guarantee for this product, you must Register your purchase and details with our Company, using our registration form (attached) or "on line", within 1 Month from date of purchase;
- 2.7 "The Company"**, Sturdy Products Ltd;
- 2.8 "Bunded"** A secondary containment vessel encompassing the "Tank".

## 3. Guarantee

**3.1** The Guarantor guarantees to the Customer that the Tank will be free from defects in materials and workmanship (including insufficient resistance to weathering) for the Guarantee Period, and in the event of such a defect the Guarantor will provide you with a new Tank free of charge, PROVIDED the following conditions are met:

- 3.1.1** The Tank has been used solely for the domestic storage of Domestic Fuels;
- 3.1.2** No alterations or repairs to the Tank have been attempted except by authorised representatives of the Guarantor;
- 3.1.3** The Tank has not been misused or mishandled;
- 3.1.4** The Tank has been installed by a "OFTEC" or similar approved Installer;
- 3.1.5** From the date of first installation, the Tank has been installed above ground, in one permanent static location, in accordance with the manufacturer's instructions and local building regulations and in particular, the Tank has been supported across the full underside of the vessel (both length and width) such non combustible support extending at least 200mm beyond the base of the Tank in all directions, in accordance with National Regulations;
- 3.1.6** The Tank has been filled only in accordance with standard industry practice and at the industry standard rate and in particular has not been subjected to excessively frequent or powerful filling.
- 3.1.7** Immediately upon discovery of any defect in your Tank, you contact the Guarantor and allow a representative of the Guarantor to inspect the Tank and its surroundings (before any attempt is made to repair or move the Tank), and take such notes and photographs as the representative may require;
- 3.1.8** Immediately upon discovery of any defect in your Tank, you take steps to mitigate your loss by contacting your oil supplier and if necessary arranging for the Tank to be drained pending inspection by the Company.

## 4. Exclusions and Limitations

- 4.1** Under no circumstances shall the Guarantor be liable on foot of this Guarantee for any incidental, consequential or indirect loss or damage accruing to the Customer or any other person.
- 4.2** Under no circumstances shall the Guarantor be liable for any financial or other obligation imposed on the Customer by virtue of any environmental, planning or other laws or regulations arising in connection with the installation, maintenance or removal of any Tank.
- 4.3** The Guarantor accepts no responsibility for loss or damage occasioned to parties other than the Customer, or for loss or damage occasioned after the Guarantee Period. Under no circumstances may the benefit of this Guarantee be assigned to a third party and this Guarantee shall not be deemed to acknowledge or create any rights in favour of a third party, whether in connection with a re-sale of a Tank by a Customer or otherwise.

## 5. Jurisdiction and Applicable Law

This Guarantee and any claims hereunder shall be governed by and construed in accordance with the laws of the Republic of Ireland.

For and on behalf of Sturdy Products Limited,

Dated 1<sup>st</sup> Jan 2010

Director

## Sturdy Products Ltd.,

Blessington Industrial Estate, Blessington, Co. Wicklow

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