

# SILVER SPRINGS TANKS

This warranty agreement outlines the terms and conditions of warranty for the following Covered Products:

**SILVER SPRINGS TANKS**, Thermal Expansion Tanks by Horse Country Holdings, LLC.

Model Numbers: STX-021, STX-045, STX-100, STX-140, STX-200, STX-280

By purchase and acceptance of this product you agree to all of the warranty terms and limitation of liability described below. This warranty is NON-TRANSFERRABLE and applies only to the original Purchaser or First User of the Product.

**IMPORTANT WARNING - READ ALL INSTALLATION, OPERATING AND MAINTENANCE INSTRUCTIONS MANUAL to avoid serious personal injury and/or property damage and to ensure safe use and proper care of this product.**

All purchasers or first users of the **SILVER SPRINGS TANKS** Thermal Expansion Tanks. The Warranty is non-transferable.

## COVERAGE

**SILVER SPRINGS TANKS** warrants to the purchaser or first user of the new Product that at the time of manufacture, the Product is free from defects in material and workmanship. The warranty period is six (6) years from the date of manufacture. All warranty claims must be submitted within six (6) years of manufacture date. **SILVER SPRINGS TANKS** reserves that right to replace, repair, or issue a full or partial credit for the warranty product at the sole discretion of **SILVER SPRINGS TANKS**. No claims for personal injury, property damage, labor, other costs or consequential damages of any form are not covered by this warranty.

## LIMITATION OF LIABILITY

In the event of product failure or malfunction purchaser or first user of the product may seek reimbursement or replacement of the product by submitting a claim for warranty coverage to **HORSE COUNTRY HOLDINGS, LLC, ATTN: SILVER SPRINGS TANKS, 2821 NW PINE AVE, OCALA, FL 34475**

## EXCLUSIONS AND LIMITATIONS

This Warranty does not cover any failure or problem unless it was caused by a defect in material or workmanship. In addition this Warranty shall not apply:

- if the Product is not correctly installed, operated, repaired or maintained as described in the Manual provided with the Product; " to any

failure or malfunction resulting from abuse (including freezing); improper or negligent: handling, shipping (by anyone other than **SILVER SPRINGS TANKS**

Storage, use, operation, accident or alteration, lightning, flood or any other environmental condition;

- to any failure or problem resulting from the use of the Product for any purpose other than those specified in the accompanying Manual or alteration of any part of the product;
- if the Product is used anywhere except the United States, its territories or possessions. or Canada;
- this Warranty does not cover labor costs, shipping charges, service charges, delivery expenses. Administrative fees or any costs incurred in removing or reinstalling the Product;

after expiration of the applicable warranty time period described in this Warranty

- no repair or replacement costs not authorized in advance by Silver Springs Tanks is valid.

**SILVER SPRINGS TANKS** reserves that right to replace, repair, or issue a full or partial credit for the warranty product at the sole discretion of **SILVER SPRINGS TANKS**.

## Additional Warranty Limitations

**ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.**

## Limitations of Remedies

**THE REMEDIES CONTAINED IN THIS WARRANTY ARE THE PURCHASER'S OR FIRST USER'S EXCLUSIVE REMEDIES. IN NO CIRCUMSTANCES WILL BACKSTOP BE LIABLE FOR MORE THAN, AND PURCHASER-FIRST USER'S REMEDIES SHALL NOT EXCEED, THE PRICE PAID FOR THE PRODUCT. IN NO CASE SHALL BACKSTOP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM BACKSTOP'S OWN NEGLIGENCE OR OTHER TORT.** This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, strict liability, in tort or under any other legal theory. Such damages include, but are not limited to inconvenience. loss or damage to property, mold, loss of profits, loss of savings or revenue, loss of use of the Products or any associated equipment facilities, buildings or services, downtime, and the claims of third parties including customers.

## HOW TO FILE A WARRANTY CLAIM

Any covered warranty Product claim must be authorized by **SILVER SPRINGS TANKS**. Contact the person from whom you

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purchased the Product who must receive authorization from a **SILVER SPRINGS TANKS** distributor or **SILVER SPRINGS TANKS**. Distributor or reseller shall submit a prompt request via email **SILVER SPRINGS TANKS** at [customerservice@silverspringstanks.com](mailto:customerservice@silverspringstanks.com). Notice of a Warranty claim should be submitted by the authorized distributor at the at the following address: **Horse Country Holdings, LLC Attn: SILVER SPRINGS TANKS** Warranty, 2821 NW Pine Ave., Ocala, FL 34475. **SILVER SPRINGS TANKS** reserves the right to require evidence of purchase. which may include providing original receipt to determine coverage and to provide any replacement part or Product, it may as a pre-condition to making such a determination require that the warranty claimant ship the Product postage prepaid to an authorized **SILVER SPRINGS TANKS** distributor, or to **SILVER SPRINGS TANKS** and provide proof of purchase evidenced by the original sales receipt.