

TANK WARRANTY

Heating Oil Tank



WHAT YOU RECEIVE

SMO makes available to homeowners with above ground steel residential heating oil tanks, with a capacity of 550 gallons or less, a Limited Tank Replacement Warranty Program. The homeowner must purchase all of their heating oil requirements for the protected heating system from SMO to maintain Limited Tank Replacement Program coverage. Warranty coverage is limited to such tanks. The Limited Warranty will provide tank replacement coverage for tanks that leak due to corrosion or manufacturer's defects.



YOUR COST

\$50.00 (annually, per tank)



CONTINGENCIES

The Limited Tank Replacement Warranty is contingent upon the following:

- The Limited Tank Replacement Warranty coverage becomes effective immediately after the tank has been inspected and accepted into the Limited Tank Replacement Warranty Program by an SMO technician.
- The Limited Tank Replacement Warranty remains in effect for 12 months at which time it will be automatically renewed by SMO based on rates at the time of the renewal.
- Homeowner tanks covered under the SMO Limited Tank Replacement Warranty Program will have continuous protection provided unless the homeowner fails to purchase all of their heating oil requirements for the protected heating system from SMO or fails to pay for services provided by SMO according to the homeowner's credit terms.
- Tank damage caused by homeowner negligence or by external factors such as accidents, weather conditions, or natural disasters is not covered.
- The tank must be replaced by SMO.
- In the event of a change in home ownership within the coverage period, the SMO Limited Tank Replacement Warranty is transferable to the purchaser at SMO's discretion.



COVERED SERVICES

For tanks covered under the SMO Limited Tank Replacement Warranty Program, SMO will provide the following exclusive remedy to the homeowner:

- Up to \$1,000 towards a replacement oil tank with SMO (includes new tank, legs, necessary piping, and gauges).



LIMITATIONS

LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

The exclusive remedy for any breach of the SMO Limited Tank Replacement Warranty Program or for defects in the tank caused by the manufacturer is limited to the payment of up to \$1,000 for replacement of the tank as described above. All other damages or remedies, including but not limited to the following, are disclaimed and are expressly excluded from this SMO Limited Tank Replacement Warranty: incidental, special, and consequential damages incurred by the homeowner or third parties; parts and labor associated with repair of the tank or tank accessories; costs associated with pumping out oil and otherwise cleaning the tank as part of the replacement; repairs to oil lines to and from the tank; the replacement cost of any oil lost as a result of releases; environmental liabilities and clean-up costs and all other costs arising from or related to discharges of oil or releases of contaminants from the tank or piping; costs associated with disposing of any oil contained in the tank; fines and penalties; and claims for property damage or diminution in property value, including those alleged or incurred by third-parties.

No other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose are made herein and are expressly disclaimed to the extent permitted by law. The duration of any applicable implied warranty is limited to the twelve-month term of this Limited Tank Replacement Warranty. Some states do not allow limitations on the duration of a warranty or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The homeowner and SMO agree to attempt to resolve all disputes hereunder informally or by non-binding mediation before pursuing other legal remedies. This SMO Limited Tank Replacement Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.



SMO
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