



## TERMS & CONDITIONS

Warranty coverage will begin on the date your payment is inspected and approved by one of our representatives.

Once you enroll your tank we will renew the protection annually unless we are notified otherwise.

Leaking tanks, tanks which have been repaired, underground tanks, double wall tanks, tanks in commercial applications and tanks of more than 330 gallons capacity are not eligible and are excluded.

Enrollment is subject to inspection.

The TANK-GUARD oil tank warranty is provided by Lincoln Laboratory and is limited to the terms of the printed "TANK-GUARD ANNUAL LIMITED WARRANTY" which is printed below.

The warranty benefit is limited to tank replacement and does not extend to emergency service or environmental cleanup. New tanks will be installed in accordance with safety codes. Costs for permits and some safety code upgrades (if required) will be extra.

This program does not guarantee that your tank will not fail. Please remember to check your oil tank regularly and call us immediately at the first sign of any leak.

### TANK-GUARD® ANNUAL LIMITED WARRANTY

When your eligible aboveground or basement heating oil tank (maximum capacity of 330 gallons) is treated with TANK-GUARD®, Lincoln Laboratory, PO Box 381, Leicester, MA 01524, the manufacturer of TANK-GUARD® provides the following limited warranty for one year from receipt of your payment: if during this period your aboveground tank leaks from internal corrosion which TANK-GUARD® has failed to prevent, you will be eligible to receive a new standard steel single wall replacement tank per the details below. Leak verification is required.

1. Hillside Oil Heating & Cooling will provide a new tank installation and remove the old tank. The fireomatic valve, tank gauge and vent alarm will also be replaced if needed at no charge.
2. The costs for permits, changes required by current safety codes (such as new fill or vent pipes, new oil supply lines, oil safety valves, double wall tanks, protective diking or barriers, cement pads, etc.), relocating the tank, difficult access or other unusual circumstances will be billed to you. You will be responsible for providing access to a tank which has been enclosed or built in, or where there is not adequate clearance to move the tanks in or out of the building.
3. If you choose another method of replacing your oil tank, you will be allowed a flat rate reimbursement of \$500. Any costs in excess of this amount will be your responsibility. Leak verification by Hillside Heating & Cooling prior to replacement and proof of replacement with a new tank is required.

### WARRANTY EXCLUSIONS

The above is your exclusive remedy. Leaking tanks, tanks which have been repaired and underground tanks are not eligible and are excluded. Costs for emergency response services are excluded. LINCOLN LABORATORY AND HILLSIDE OIL HEATING & COOLING HAVE NO LIABILITY FOR ENVIRONMENTAL CLEANUPS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY OF MERCHANTABILITY OR OTHER IMPLIED WARRANTY. Any claim for breach of warranties must be brought during the one year warranty period or within 90 days thereafter. Some states do not allow certain limitations on implied warranties or the exclusion of incidental or consequential damages or the exclusion of the warranty of merchantability, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Oil leaks can pose serious safety and environmental hazards, so we recommend that you check your oil tank regularly and call your oil dealer at the first sign of a tank leak.

TGS-II (HH&C)

TANK-GUARD® is a registered trademark

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