

NEW PROGRESS LLC
dba **PROGRESS TANK**
402 EAST PROGRESS STREET
ARTHUR, ILLINOIS

TEN YEAR WARRANTY

PROGRESS WARRANTS TO THE ORIGINAL PURCHASER THAT, SUBJECT TO THE CONDITIONS AND LIMITATIONS SET FORTH BELOW, A **NEW ALUMINUM VACUUM TANK BODY** OF ITS MANUFACTURE WHICH LEAKS AS A RESULT OF DEFECTIVE MATERIAL OR WORKMANSHIP AT ANYTIME DURING THE TEN YEAR PERIOD FOLLOWING THE DATE ACCEPTED BY THE FIRST END USER WILL BE REPAIRED AT **PROGRESS'** EXPENSE.

YEAR ONE - TANK IS COVERED FOR ALL LEAKS AND MANUFACTURING DEFECTS. REPAIRS WILL BE MADE OR AUTHORIZED TO BE MADE ONLY AFTER **PROGRESS** IS NOTIFIED OF THE PROBLEM AND ACKNOWLEDGES THAT THE PROBLEM IS A RESULT OF DEFECTIVE MATERIALS OR WORKMANSHIP. REPAIRS UNDER THIS WARRANTY CAN BE MADE AT CUSTOMER'S CHOICE OF REPAIR FACILITIES OR AT THE PLANT IN ARTHUR, ILLINOIS. PAYMENT FOR REPAIRS MADE AT AN APPROVED REPAIR SHOP WILL BE MADE ONLY AFTER A WRITTEN DESCRIPTION OF THE DEFECT AND A SUMMARY OF THE REPAIR COSTS IS RECEIVED AND AGREED TO BY **PROGRESS** AT ITS ARTHUR, ILLINOIS OFFICE PRIOR TO REPAIRS BEING MADE.

YEARS TWO THROUGH TEN - TANK IS COVERED FOR LEAKS ONLY THROUGH TEN YEARS. REPAIRS WILL BE MADE AT THE **PROGRESS** PLANT IN ARTHUR, ILLINOIS OR AT AN AUTHORIZED **PROGRESS** DISTRIBUTOR'S FACILITY. THE REPAIR LOCATION WILL BE SELECTED BY **PROGRESS** AFTER EVALUATING THE PROBLEM AND DETERMINING THE PROPER REPAIR PROCEDURE.

THIS WARRANTY COVERS ONLY **PROGRESS** ALUMINUM VACUUM TANK BODIES USED IN ON-ROAD SERVICE AND ONLY WHEN MOUNTED ON A SINGLE AXLE TRUCK CHASSIS BY AN APPROVED DISTRIBUTOR IN ACCORDANCE WITH THE WRITTEN **PROGRESS** MOUNTING PROCEDURES. TANKS MOUNTED ON TANDEM AXLE TRUCK CHASSIS WILL BE LIMITED TO ONE YEAR WARRANTY ONLY, UNLESS THE TANDEM AXLE CHASSIS IS EQUIPPED WITH AN AIR RIDE SUSPENSION. TANKS MOUNTED ON AIR RIDE TANDEM AXLE CHASSIS WILL HAVE A TEN YEAR WARRANTY. **PROGRESS** ASSUMES NO RESPONSIBILITY FOR PROBLEMS ARISING OUT OF IMPROPER MOUNTING OR DEFECTS CAUSED OR RELATED TO ACCIDENT OR IMPROPER USE, ALTERATIONS OR MAINTENANCE.

PURCHASED EQUIPMENT, ACCESSORIES AND TRUCK CHASSIS ARE NOT INCLUDED IN THIS WARRANTY, IF AT ALL, ONLY BY ANY WARRANTY OF THE ORIGINAL MANUFACTURE.

NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS IS MADE OR AUTHORIZED TO BE MADE WITH RESPECT TO PROGRESS TRUCK TANKS EXCEPT THAT EXPLICITLY SET FORTH HEREIN. DAMAGES FOR THE COST OF TRAVEL, TOWING, LOSS OF PRODUCT OR ANY OTHER CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THIS WARRANTY AND THE ASSUMPTION OF ANY OBLIGATION WITH RESPECT TO SUCH DAMAGES IS EXPRESSLY NOT AUTHORIZED.

TANK SERIAL NUMBER: V- _____

DATE ACCEPTED BY FIRST END USER: _____

SIGNED _____