



**Stromberg Tanks
International, Inc.**
Specializing in Stainless Steel

LIMITED WARRANTY

Subject to the terms and conditions set forth below, Stromberg Tanks International, Inc. ("STI") hereby extends the following limited warranty to _____, the Original Purchaser of new STI stainless steel tank(s), manufactured and shipped on or after _____, described on Exhibit "A" hereto (the "Tank").

STI warrants to the Original Purchaser that the Tank complies, at the time of manufacture, with all applicable governmental and recognized industry standards and requirements then in effect, and will be free of defects in material and workmanship under normal usage for a period of four (4) years from the date of customer delivery. If any part of the Tank is found to be defective in material or workmanship during this 4 year warranty period, STI will, at its option, repair or replace the defective part or portion. This warranty shall apply only to the Original Purchaser and may not be assigned or transferred.

This Warranty is subject to the following conditions and limitations:

1. **Proper Handling and Installation.** STI disclaims liability of any kind caused by or relating to mechanical, chemical or other damage sustained during handling, storage or installation and/or damage due to flood, fire or other acts of God, malicious mischief, theft or vandalism, or other intentional or negligent acts or omissions of persons other than STI.
2. **Proper Use and Maintenance.** Warranty will be voided and inapplicable if the Tank is used or operated in a manner inconsistent with published operating instructions, or over its rated capacity, is subjected to unauthorized modification or alteration, or is damaged as a result of being otherwise improperly operated, cleaned, maintained or serviced, including, but not limited to, damage from any of the following:
 - a. **OPERATING PRESSURE.** Operating pressure SHALL NOT EXCEED 14.7 PSI. Each Tank provided by STI shall be equipped with a preset 14.7 PSI pressure and vacuum relief valve. **Failure to use this valve shall void warranty. Modification or alteration of valve shall void warranty. Under no circumstance shall the vessel be operated without pressure and vacuum relief device in place.**
 - b. **COOLING JACKET OPERATING PRESSURE.** Operating pressure SHALL NOT EXCEED 14.7 PSI to the cooling jackets. A pressure relief device is not provided by STI and it is the responsibility of the purchaser/ installer to provide such a device. Never restrict the outlet side of the cooling jacket. Always control the flow of the cooling media from the supply side of the system.
 - c. **THERMAL SHOCK.** Thermal shock refers to a rapid temperature change (from very high to very low temperature or vice versa) in the internal or external temperature of the Tanks. An example of thermal shock is the rinsing of a Tank with 180 F degree water and then turning on the glycol jacket OR rinsing with cold water after rinsing with 180 F degree water. The temperature change should be ramped up or down slowly to ensure the longevity of the equipment.
 - d. **EXTREME VACUUM.** Extreme vacuum conditions include, but are not limited to, rapidly cooling a hot Tank, high volume pumping without proper counter pressure or atmospheric ventilation, some chemical reactions and siphoning. The preset pressure and vacuum relief device must always be checked for proper operation. **EXTREME VACUUM CONDITIONS WILL VOID THE WARRANTY.**
3. Use of disapproved cleaning agents WILL VOID THE WARRANTY. A list of approved

cleaning agents is attached as Exhibit "B" to this instrument.

4. Use of the services of a third party for purposes of repair or maintenance of the Tank SHALL VOID THIS WARRANTY. This warranty shall be effective only if labor and materials approved by STI are employed in connection with the servicing, repair and maintenance of the Tank.
5. **Removal and Installation.** The STI warranty does not cover expenses for removal or reinstallation of Tank or defective part. Original Purchaser is responsible for the cost of removing and reinstalling any defective part and its replacement and all costs of labor and material connected therewith. All costs of transportation to or from STI for servicing or return of serviced parts will be paid by Original Purchaser.
6. **Limitation of Damages.** Damages for which STI may be responsible for breach of its warranty under this agreement shall be limited to the cost of repair or replacement of the defective part. Under no circumstances shall STI be liable for incidental, indirect, special or consequential damages of any kind whatsoever under this warranty, including, but not limited to, injury or damage to persons or property and damages for loss of use, loss of income or profits, inconvenience or loss of time or other monetary damages not specifically allowable hereunder. STI's monetary liability under this warranty shall, under no circumstances, exceed the purchase consideration actually paid by the Original Purchaser for the STI stainless steel Tank(s) involved.
7. This warranty shall be of no force and effect until or unless Original Purchaser has paid all sums due to STI in connection with the acquisition of the Tank.
8. **Assertion of Warranty Claim.** Notice of any warranty claim must be in writing, and STI shall not be deemed to have notice of any such claim until it receives such written notice. STI shall have thirty (30) days from its receipt of notice of such warranty claim to inspect and, if required, repair or replace the defective part. Purchaser shall make available, for such inspection by STI or its designated representative, the part(s) claimed to be defective, and, if requested by STI, shall ship said part or parts (with all costs of shipment paid by Original Purchaser) to STI for inspection and repair. Failure to give proper notice as required in this paragraph 8 shall void the warranty as to the particular defect, or defective condition, which is the subject of said notice.
9. STI shall not be in default under this agreement until or unless (1) it has received written notice of claim as required in paragraph 8, above, (2) it has failed to repair or replace the defective part or parts within the time specified in paragraph 8, above, and (3) Original Purchaser has provided to STI written notice of default and STI has failed to cure said default within thirty (30) days after its receipt of said notice. In case of default, Purchaser shall be entitled to only that relief or those damages as described in paragraph 6, above.
10. Should it be found that Purchaser's claim under this warranty is erroneous and that the Tank or the alleged part of the Tank is not defective, then, under such circumstances, Purchaser shall pay all costs and fees incurred by STI in connection with the investigation of and response to said warranty claim including, without limitation, all costs incurred in connection with its inspection of the Tank or part of the Tank claimed to be defective, including labor charges, at STI's usual rate for repair work, materials, and all storage, delivery and re-delivery costs.
11. The parties shall submit all disputes relating to this warranty to binding arbitration in accordance with California Code of Civil Procedure Sections 1280 through 1294.2. Either party may enforce the award of the arbitrator under Section 1285 of the California Code of Civil Procedure. The parties understand that by agreeing to arbitration they are waiving their rights to a jury trial.

The party demanding arbitration shall submit a written claim to the other party, setting out the basis of the claim and proposing the name of an arbitrator. The responding party shall have ten (10) business days in which to respond to this demand in a written answer. If this response is not timely made, or if the responding party agrees with the person

proposed as the arbitrator, then the person named by the demanding party shall serve as the arbitrator. If the responding party submits a written answer rejecting the proposed arbitrator, then, unless the parties agree on an arbitrator, either party may apply to the Superior Court for the appointment of an arbitrator. The Superior Court shall propose five (5) names. Each party may, within five (5) days after receipt of the proposed names, strike two (2) names from the list. Thereafter the Court shall appoint as arbitrator a person whose name has not been struck from the list. The arbitrator shall have the power to enter a default judgment if a party fails to participate in the arbitration. The arbitration shall take place in the County of San Diego, State of California, at a time and place selected by the arbitrator.

Each party shall pay the arbitrator one-half of the cost of the arbitration; provided, however, that the arbitrator may award the prevailing party some or all of its arbitration costs as well as that party's attorneys fees incurred in said arbitration.

Each party reserves the right to conduct discovery in said arbitration proceedings; provided, however, that the arbitrator may resolve any dispute with respect to discovery. The arbitrator shall also retain and exercise all powers provided in California Code of Civil Procedures Sections 1282.2-1284.2.

12. THIS WARRANTY AND THE LIABILITIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER LIABILITIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE; AND CONSTITUTES THE ONLY WARRANTY OF STI WITH RESPECT TO THE PRODUCT(S) OR TANK(S) DESCRIBED ON EXHIBIT "A" HERETO. STI DISCLAIMS ANY LIABILITY RESULTING FROM INFORMATION PROVIDED TO ORIGINAL PURCHASER WHICH IS NOT ACTUALLY PRODUCED BY STI, BUT RATHER ACQUIRED BY STI FROM THIRD PARTIES. ORIGINAL PURCHASER AND STI AGREE THAT EXCEPT AS MAY BE EXPRESSLY PROVIDED IN ANY EQUIPMENT PURCHASE AGREEMENT EXECUTED CONTEMPORANEOUSLY HERewith THE SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMING DEFECTIVE OR INOPERABLE GOODS SHALL BE THE REMEDY DESCRIBED IN THIS WARRANTY AND THAT PURCHASER SHALL HAVE NO RIGHTS AGAINST STI SEPARATE AND APART FROM THE REMEDY AND RIGHTS EXPRESSLY SET FORTH IN THIS WARRANTY AGREEMENT. STI SPECIFICALLY DISCLAIMS ANY LIABILITY OR WARRANTY FOR GOODS WHICH ARE RESOLD, TRANSFERRED OR CONVEYED BY ORIGINAL PURCHASER TO ANY THIRD PARTY.
13. Any action by Purchaser for any alleged breach of the warranty stated in this agreement, including, without limitation, the arbitration proceedings provided under paragraph 11, above, shall be brought no later than ninety (90) days after the end of the applicable warranty period. Any action or arbitration brought subsequent to said date shall be deemed barred as untimely.

PURCHASER:

Dated: _____

By:
Its:

STROMBERG TANKS INTERNATIONAL, INC.

Dated: _____

By:
Its:

Exhibit A: Invoice**Exhibit B: List of Approved Cleaning and Sanitizing Agents**

STI recommends the following list of tested and approved chemicals from the Loeffler Chemical Corporation for the proper care and cleaning of STI tanks. Industry equivalents may be substituted.

Note: with the exception of the LERADES C 57 FROM LOEFFLER, **NO CHLORINE, OR HIGHLY CONCENTRATED CHLORINATED CLEANERS CAN BE USED - USE OF THESE CLEANERS WILL CAUSE SURFACE DAMAGE TO THE STAINLESS STEEL AND WILL VOID THE WARRANTY.**

Please contact Dirk Loeffler at Loeffler Chemical Corporation with any questions regarding this list of approved chemicals:

(404) 629-0999 Ext: 15

Approved STI Cleaning Agents for Stainless Steel Fermentation, Storage, Uni, and Bright Beer Tanks

Application	Product	Properties	Material Compatibility	Concentration Temperature
Cleaning, CIP CO ₂ -free Atmosphere	Lerapur 283	Liquid, heavy-duty caustic. Built cleaner with sequestrants, wetting agents and complexing agents.	yes	1 – 2 % ambient to 50 °C (120 °F)
Cleaning, CIP CO ₂ -free Atmosphere	Leraplex 45	Liquid, mild alkaline Caustic additive for use with 1 – 3 % NaOH	yes	0,2 – 0,4 % ambient to 50 °C (120 °F)
Beerstone Removal, CIP under CO ₂ -Atmosphere	Leracid 216	Liquid, strong aluminum inhibited acid Beerstone and mineral scale remover, dramatically reduces cleaning times	yes	0,5 - 2 % ambient
Cleaning, CIP under CO ₂ -Atmosphere	Leracid TA	Liquid, Phosphoric Acid based Contains highly effective surfactant combination	yes	1 - 3 % ambient
Cleaning, CIP under CO ₂ -Atmosphere	Leracid K-MS 10	Liquid, Nitric-Phosphoric Acid based Contains highly effective surfactant combination	yes	1 – 2 % ambient
Cleaning, CIP CO ₂ -free Atmosphere	Lerasept O	Liquid, oxidative cleaning additive For use in caustic cleaning solutions, removes hop-resins & heavy protein deposits	yes	0.3 – 1 % ambient to 50 °C (120 °F)
Cleaning, CIP CO ₂ -free Atmosphere	Lerades C 57	Liquid, chlorinated-alkaline For use in combination with NaOH & KOH Removes hop-resins & protein deposits	yes	1 – 2 % ambient to 50 °C (120 °F)
Other products, CIP under CO ₂ -Atmosphäre	Lerasept special Lerasept PAA Lerasept Special CC	Liquid, stabilized Peracetic Acid (monitoring of concentration through conductivity possible on some grades) 5, 7.5, 10 and 15% concentrations	yes	250 - 1500 ppm ambient
Sanitizing, CIP under CO ₂ -Atmosphäre	LERASEPT S 170	Liquid, high dilution Iodophor Low foaming for CIP application	yes	10 - 50 ppm ambient