



FIRE APPARATUS TANK LIFETIME SERVICE WARRANTY

Pro-MEC Engineering Services, Inc. (“**Pro-MEC**”) warrants that each copolymer polypropylene fire apparatus wetside tank, dryside tank, foam tank/modules, T-tank, skid tank and general duty tank (“**Pro-MEC Tank**”) will (1) comply with the applicable Polypropylene Tank and Body Specifications, and (2) be free from defects in material and workmanship under normal use and service for the service life of the original vehicle. The vehicle’s service life is the duration of its active use in emergency response for fire suppression.

This “**Lifetime Limited Warranty**” also covers all polypropylene components fabricated by Pro-MEC related to the Pro-MEC Tank (with the Pro-MEC Tank, the “**Products**”). Other polypropylene components fabricated by Pro-MEC, such as compartments, wheel wells, fenders, and other body related components, will instead have a 10-year warranty period under this Lifetime Limited Warranty.

Pro-MEC does not warranty paint, hardware, or other components supplied by third parties. Instead, Pro-MEC assigns any supplier warranties to Customer to the extent Pro-MEC may do so.

Every Pro-MEC Tank is inspected and tested before leaving our facility. Should your Pro-MEC Tank require service, please notify Pro-MEC via email, fax, in writing or by phone at (517) 627- 8532 in accordance with the Warranty Terms. Please have the serial number available when calling.

THIS LIFETIME LIMITED WARRANTY IS PROVIDED SUBJECT TO THE WARRANTY TERMS THAT FOLLOW, AS WELL AS PRO-MEC’S TERMS AND CONDITIONS OF SALE (THE “TERMS”) AND THE REST OF THE PARTIES’ “AGREEMENT” AS DEFINED IN THE TERMS. CAPITALIZED TERMS THAT ARE NOT OTHERWISE DEFINED HAVE THE MEANINGS GIVEN IN THE AGREEMENT.



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WARRANTY TERMS

The Lifetime Limited Warranty is limited to the original Customer and may be transferred or assigned only with Pro-MEC's prior written approval.

To be eligible for Lifetime Limited Warranty service, Customer must provide notice of a non-conformity during the warranty period promptly within 15 business days from its discovery. Pro-MEC may inspect and service the Pro-MEC Tank at Customer's site or may require that Customer transport the Pro-MEC Tank or the vehicle on which it is installed to Pro-MEC's facility for inspection and service. Customer will be responsible for properly packaging and returning all Products and the return and other transportation expenses, and will bear the risk of loss and damage during transportation.

This Lifetime Limited Warranty does not cover, and Pro-MEC will have no liability for: (i) normal wear and tear; (ii) consumables or expendable parts; (iii) damage caused by failure to follow Pro-MEC's recommendations, including any installation or operating guidelines provided by Pro-MEC, which will void the warranty; (iv) any defects attributable to drawings, designs, or specifications supplied or approved by Customer; (v) any damages arising from excessive temperatures or pressures, or from corrosive, abrasive, or otherwise harmful compounds or agents for which any Product is not specifically designed per the Specifications; or (v) costs associated with repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, or any other components other than the Pro-MEC Tank or other polypropylene components fabricated by Pro-MEC related to the Pro-MEC Tank. This Lifetime Limited Warranty does not include, and Pro-MEC provides no warranty with respect to, any proposals, plans, descriptions, drawings, designs, specifications, samples, examples, illustrations, ratings, statements, data, models, patterns, or other information or materials, whether provided by Customer or Pro-MEC, that are not expressly included as Specifications in Pro-MEC's Order Documents. Any such information or materials are for general guidance only and nonbinding, and Pro-MEC is not responsible for any errors or omissions in such information or materials or as a result of any reliance on them.

This Lifetime Limited Warranty is conditioned on: (a) the Products' installation, maintenance, repair, and normal use in conformity with best industry practice and any instructions furnished by Pro-MEC from time to time, including any installation or operating



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guidelines provided by Pro-MEC; (b) the Product not having been repaired or modified by anyone other than Pro-MEC or its authorized vendors; (c) the Product not being used in combination with any third-party product, hardware, or software not approved in writing by Pro-MEC; and (d) the Product not having been subjected to misuse, neglect, abuse, negligence, abnormal physical stress, improper environmental conditions, accident, or improper testing, including damage due improper storage or installation causing excess exposure to ultraviolet light or other damage. Any of the foregoing will void the Lifetime Limited Warranty.

Customer's exclusive remedy for non-conformity with the Lifetime Limited Warranty is, at Pro-MEC's option, repair or replacement of the non-conforming Product. Pro-MEC will not reimburse third party service unless preapproved by Pro-MEC in writing with preauthorization of the third-party charges before work commencement. Warranty service will not extend the Lifetime Limited Warranty.

Pro-MEC provides warranty service during normal business hours, will commence service within a reasonable time, and will use commercially reasonable efforts to cure the non-conformity. Expedited, premium, or overtime service requested by Customer will be at Customer's expense.

If Pro-MEC determines that it cannot cure a non-conformity by repairing or replacing the Product, then Pro-MEC will notify Customer in writing and the parties will negotiate a solution in good faith, which may include Pro-MEC authorizing a discount to the price, Pro-MEC authorizing Customer to return the Product for a refund, or another mutually agreeable solution. Customer may not return a Product except with Pro-MEC's consent.

Any descriptions, specifications, performance data, illustrations, or depictions of the Products or Services contained in Pro-MEC's catalogs, brochures, quotations, price lists, promotional materials, or other publications or communications that are not expressly and specifically incorporated into the Agreement in accordance with the Terms are for general informational purposes only. Pro-MEC makes no representation or warranty regarding the accuracy or completeness of such materials and disclaims any liability for errors or omissions therein or reliance thereon.



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Pro-MEC does not warrant that the Products comply with any particular industry or other standards, codes, guidelines, or legal or regulatory requirements (including safety, environmental, or building codes) of any federal, state, local, or foreign authority, unless such compliance is specifically stated in the Agreement.

Pro-MEC provides this Lifetime Limited Warranty as a “Separate Warranty” as defined in and subject to Pro-MEC’s Terms. Pro-MEC provides this Lifetime Limited Warranty as its exclusive warranty with respect to the Products, in lieu of the “Limited Warranties” under Pro-MEC’s Terms and all other warranties. All other provisions of the Terms and the Agreement apply to this Lifetime Limited Warranty, including the Disclaimer of Other Warranties and Limitations of Liability. This Lifetime Limited Warranty provides Customer’s exclusive remedy with respect to non-conformity of a Product or otherwise after acceptance.

PRO-MEC DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Effective: January __, 2026

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