PROJECT COST SUMMARY BY COMPANY

Pioneer Water Tanks:

- FPD Tank Quote: $41,571.61

American Tank Company:

- Refurbishment Quote: $35,029.38
- Replacement Quote: $40,698.23

PIONEER
WATER TANKS

Purchase Order	Ship Via
Pioneer Flat Panel 10k	

Product	W/H	Description
KIT-FPT-10/02	MAIN	Pioneer Flat Panel 10/02 Water Tank - Full Kit Pack Pioneer FLAT PANEL Water Storage Tank, Includes Tank Body, hold down anchor system, Bartliner DST Liner with Geotex Underlay, Lockable Access Hatch and Removable Ladder, 6 in. PVC Overflow, Sacrificial Anodes, and ISL Roof System.
Note	MAIN	Standard tank is designed for up to 100 mph wind and 8 psf Snow. Local conditions above this could add additional cost
Engineering Package	MAIN	Pioneer Water Tanks Design Package - Site Specific CA Stamped Drawings and Calculations (Digital - Non-Refundable)
Engineering Package NFPA-22	MAIN	NFPA 22 Stamped Compliance Document (Digital Non-Refundable)
STDCWLI02	MAIN	Commercial Water Level Indicator - 2 Ring Tank
KIT-VENT-WB-12IN	MAIN	12" Whirlybird® Turbine Ventilator Kit with Foam Seal and Screen
PEN-G-050-NPT-T56	MAIN	2" Galvanized Inlet/Outlet Type 56 MNPT x MNPT - inlet
PEN-AV-G-150-ANSI-PWT	MAIN	6" Galvanized Outlet with Anti Vortex Plate, ANSI 150 Flange
KIT-OSY-6IN-GV	MAIN	6" OS&Y Gate Valve-Flanged with Boltpack and Heavy Duty Pipe Stand
PEN-G-050-NPT-T52	MAIN	2" Galvanized Inlet/Outlet - Type 52 MNPT - side wall drain
BVB2"	MAIN	2" Ball Valve Brass - FNPT x FNPT - side wall drain
KITFAZNXL10	MAIN	Fascia Kit Zn XL10 (optional)
Freight	MAIN	Freight Charges - estimated allowance for 20ft partial deck load to Yuba City, CA. Actual based on final cost

Purchase Order	Ship Via	Entered By	Sales rep	Terms

Pioneer Flat Panel 10k

Product	W/H	Description	Ordered	Price	Disc%	Amount
Sales Tax	MAIN	Sales Tax - will be calculated at the time of shipping based on the delivery location. 7.25% based local area	1.00 Ea	1,749.06 Ea		1,749.06

Demo of Existing Tank - $3,700
Construction of New Tank - $4,800

Example of Tank



ACCEPTANCE OF QUOTE:

I hereby verify by signing below that I am over 18 years of age, am authorized to execute contracts and other documents on behalf of the Purchaser, have reviewed and confirm the information in this quote, and have read and understand the Terms and Conditions of sale, which can be found at this link: tinyurl.com/pioneerterms

I understand that this is a legal document and cancellation is at the discretion of Pioneer Water Tanks America and will be subject to incurred costs. Cancelled orders shall incur a cancellation fee of 25% of materials value plus any out-of-pocket costs that have been incurred by Pioneer Water Tanks America prior to the cancellation date.

Signature: _____ Date: _____

total	$41,571.61

REFURBISHMENT QUOTE

Daniel Mainwaring
Loma Rica - Browns Valley Fire Department
9471 Browns Valley School Road
Browns Valley, CA 95918
Phone: 916-500-3978
Email: daniel.mainwaring@fire.ca.gov

October 2, 2026

Re: Project Name: Loma Rica - Browns Valley Fire Department Tank Refurbishment
Ref: Delivery Address: 9471 Browns Valley School Road, Browns Valley, 95918
ATC Quotation No: Q#1015-1002-26C-bh

Dear Daniel:
American Tank is pleased to provide the following tank quotation for your purchase consideration. Please carefully review all items to assure the proposed quantity, design, configuration, specifications and accessories meet your project requirements.

QUANTITY:	1

TANK DESCRIPTION & MATERIALS			
Tank Model:	Model: BH10X15 FRB BH CLASSIC CORRUGATED™ Galvanized Steel Cylindrical Tank		
Tank Materials:	2-2/3" Pitch X 2/3" Deep Corrugated Galvanized Steel Riveted Tank with Factory Applied Coatings		
	G-90 Prime Galvanized Sheet per ASTM A-653 (33-55 ksi min. yield) with .90 Oz Zinc per Sq. Ft.		
	Magni-Grip® LockBolt™ Steel Fasteners; (36 ksi min. yield)		
	Manus-Bond 75 AM NSF 61 Approved Sealant		
	Structural Steel Plate and Shape per ASTM A36		
	Hardware per ASTM A307 Grade B with Zinc Coating per ASTM A384		AVG MILS
Tank Coatings:	Interior Submerged Surfaces:	Farbertite/Industra-Liner	DFT: 8-10
	Exterior Coating:	G-90 Prime Mill Galvanized	
	Exterior Color:	G-90 Prime Mill Galvanized	
	Exterior Bottom Coating:	Farbertite Emulsion (Black)	
Roof System:	3:12 Conical Cover		

TANK CONFIGURATION & DESIGN CRITERIA:			
Storage Application:	Fire Protection Water	Engineering Submittals:	n/a
Nominal Capacity (Gallons):	9,716	PH:	6-8
Usable Capacity (Gallons):	9,392	Specific Gravity:	1.0
Freeboard (Air Gap):	6"	Service Temperature:	Ambient
Inside Diameter:	10'-6"	Referenced Standards:	n/a
Shell Height:	15'-0"	Code Compliance:	n/a
Roof Style:	3:12 Conical Cover	Wind Load:	n/a
Overall Height:	16'-1.25"	Roof Load:	n/a
Tank Floor Type:	Flat Bottom	Snow Load:	n/a
Est. Weight Lbs:	2,010 Lbs.	Seismic Design:	n/a

TANK COMPONENTS & ACCESSORIES:

Scope of Work:

- Inspect and debur tank interior for liner installation.
- Install Industra-Liner NSF-61 heavy duty PVC multi-filament tank liner with manway sleeve.
- Remove & replace existing tank fittings with Titan FNPT stainless steel fittings (3-2").
- Remove & reinstall 4" 150# flanged nozzle w/internal vortex with new gaskets & hardware.

Customer to Provide:

- Draining, cleaning, drying, and rust remediation of tank interior as needed prior to ATC crew arrival.
- Disconnect/reconnect of all existing plumbing connections.
- Portable restroom for duration of work (approximately 3 days).

OPTIONAL ITEMS OR SERVICES:					
Item	Qty	Description	Material	Labor	Total
1		-			
2		-			
3		-			

ESTIMATED LEAD TIMES BASED ON CURRENT BACKLOG:				
Engineering & Drawing Submittals:	0	to	0	Weeks
Material Fabrication and Coating:	6	to	8	Weeks
Tank or Material Delivery to Location:	3	to	5	Days from Completion of Fabrication
Tank Assembly on Site (if applicable):	0	to	0	Days per Tank

SHIPPING, WARRANTY & TERMS:	
Shipping & Handling:	FOB Customer
Off-Loading:	By Customer
Installation / Wage Basis:	Not Applicable
Warranty:	1 Year Materials & Workmanship
Quote Terms:	This Quote is Valid for 30 Days and Subject to ATC Standard Terms & Conditions
Payment Terms:	50% Non-Refundable Deposit w/ Signed Proposal; 50% Prior to Shipment

PRICING SUMMARY:			
Pricing of Tank(s) & Accessories as Indicated in this Quotation:	**Sub-Total:**	**$**	**34,321.50**
	Shipping & Handling:		Included
	Sales Tax (On Materials Only):	$	707.88
	TOTAL:	**$**	**35,029.38**

IMPORTANT NOTE: Freeboard, Usable Capacity, Self-Anchoring Design, Anchor Qty, Pricing, etc. are subject to change based on final site specific engineering design and local jurisdiction authority requirements.

EXCLUSIONS: (Unless specifically noted otherwise in this Proposal):

1. Any products or services not specifically mentioned in this proposal shall be the responsibility of others. Pricing excludes all demolition, grading, foundation, plumbing, piping, valves, brackets, controls, etc. not specifically included in this proposal.
2. Engineered submittal drawings shall not include accessory or pipe fitting orientation unless specifically provided by customer prior to commencement of engineering calculations and drawings. Standard accessory elevations (drain, overflow, outlets, manways, etc.) will be
3. Building Permits, Soil Testing & Reports, Bonds, Special Inspections, Business Licenses, and other Fees, Taxes, Duties, etc. are not included unless specifically indicated in this proposal.
4. American Tank Delivery or Freight price is based on delivery to Install Location Zip Code (above) and requires road(s) accessible by a 65' long truck and trailer combination adjacent to tank site (within 10' of tank foundation). Final price subject to site access verification.
5. Unobstructed access must be provided from the offload area to tank foundation. Customer shall be responsible for labor, equipment and any additional costs required for transferring of materials from offload or staging area to the tank site due to hard or restricted access.
6. Offloading and setting Shop Fabricated tanks is not included in the scope of this quotation. Customer is responsible for furnishing all equipment and labor to lift prefabricated tank(s) from delivery vehicle to tank pad or foundation. American Tank recommends contracting a local crane company with certified operators to set and orient tanks on foundation. American Tank will make every effort to coordinate delivery arrivals with crane company schedules but will not be responsible for any offloading standby or delay charges.
7. For installation of Field Erected tanks, American Tank requires customer or owner to provide a sanitary restroom facility within reasonable distance of construction site.
8. Tank Disinfecting is not included. Temporary storage and water for disinfecting, hydro-testing, and/or filling, emptying and refilling for inspections or repairs shall be the responsibility of owner or customer. Tank disinfecting must be performed in accordance with ATC recommended procedures to avoid damage to interior coatings or liners which may result in voidance of warranty.

Thank you for considering our offer. To begin the order entry and credit review process, please sign and return a copy of this quotation by Fed-Ex, UPS, US Postal Service or E-mail to the address below. We look forward to be working with you on this project. If you have any questions or other considerations, please feel free to contact me.

Sincerely,

American Tank Company, Inc.

Quoted by: Michelle Smith
Direct-line 707-535-1410
E-Mail: michelle@americantank.com

American Tank's Quotation is Accepted by:

_____ Date: _____
Authorized Signature

_____ Title: _____
Print Name

Customer PO/Contract Reference No. _____

AMERICAN TANK CO., INC.
Standard Terms and Conditions of Sale

1. **Price.** The quoted price is for the listed equipment and services specified in this proposal or invoice. American Tank Company is not responsible for any site preparation, permits, installation, or other similar costs. Any equipment or services not specifically itemized in this proposal or invoice are not the responsibility of American Tank Company. The quoted price shall remain in effect for 30 days from the date of this proposal or invoice. If written acceptance of this proposal or invoice is not received within that time, this offer will become void and of no effect. Notwithstanding the above, American Tank Company reserves the right to revoke this offer at any time prior to receiving written acceptance of this proposal or invoice.

2. **Payment Terms.** Subject to the specific terms of the proposal or invoice to which these terms and conditions are attached, payment in full is due and payable at the time of delivery. A service charge of 1.5% per month (18% annual) will be applied to all outstanding balances after 10 days from this date.

3. **Changes.** The terms and conditions of this proposal or invoice constitute the entire agreement between the parties. No term or condition in this proposal or invoice may be added to, modified, superseded or altered unless the change is agreed to in writing by American Tank Company. All shipments shall be deemed to have been made pursuant to the terms of this proposal or invoice and any terms and conditions which may be contained in a purchase order or other form used by buyer to accept this proposal or invoice shall be of no force or effect.

4. **Cancellation.** After acceptance of this proposal or invoice, buyer may only cancel this agreement by providing written notice of cancellation prior to the time the equipment is shipped. In the event of a cancellation, buyer shall remain responsible for and agrees to pay to American Tank Company all amounts incurred for labor, material, engineering, administration, and overhead costs (including any cancellation charges charged by our vendors) up to and including the date that written notice of cancellation is received. No attempted cancellation will be effective after transportation of the shipment has begun. Notwithstanding the above, non-refundable deposits will not be refunded.

5. **Shipment.** Unless otherwise noted in this proposal or invoice, all shipments are F.O.B. point of shipment. Risk of loss and title pass to buyer at this point. Unless otherwise agreed to in writing, all costs related to off-loading the shipment shall be the buyer's responsibility.

6. **Delay.** American Tank Company will not be liable to buyer or any other person for any loss or damage which results from delay or failure to deliver all or a part of the equipment covered by this proposal or invoice in a reasonable manner or time, beyond the actual cost of procuring comparable replacement goods less the price of the equipment under this proposal or invoice. Notwithstanding the above, American Tank Company will not be liable in any measure if the cause of the delay or failure to deliver is beyond the reasonable control of American Tank Company, such as delay caused by acts of God, war, acts of the public enemy, civil disorder, riot, sabotage, governmental action or law or regulation, strikes or other labor problems, fire, flood, earthquake, severe weather, health and safety considerations, embargoes, transportation shortages or delays, fuel or material shortages, or failure of performance by a vendor or subcontractor. In the event of a delay beyond the control of American Tank Company, time for performance will be extended by the length of any such delay.

7. **Warranty.** All the tanks and equipment sold by American Tank Company carry the original manufacturer's limited warranty against defects in material and workmanship. American Tank Company does not itself warrant the tanks and equipment and the purchaser's sole recourse is with the original manufacturer. The terms of the original manufacturer's warranty will be made available upon request. American Tank Company specifically excludes all express and implied warranties, including the warranty of merchantability and fitness for a particular purpose. Under no circumstances shall American Tank Company be liable in contract or tort for special, indirect or consequential damages of any kind or nature. In no event shall American Tank Company's liability exceed the return of the purchase price paid by the purchaser.

8. **Warranty Claims.** In the unlikely event any tank or equipment proves to be defective, American Tank Company will make a reasonable effort to assist the buyer in receiving full satisfaction from the product manufacturer under the terms of the manufacturer's warranty. Under most manufacturers' warranties, buyer's rights will be limited to a repair or replacement part F.O.B. original point of shipment. To ensure that buyer's manufacturer's warranty rights are protected, buyer must notify American Tank Company of any defect within 10 days of its discovery. Buyer's manufacturer's warranty rights will be lost if buyer:

(a) Fails to operate or maintain the equipment in accordance with generally accepted industry practice; or
(b) Fails to operate or maintain the equipment in accordance with instructions from American Tank Company or the manufacturer; or
(c) Fails to give written notice to American Tank Company within 10 days from discovery of defect; or
(d) The tank or equipment has been altered or repaired by someone other than American Tank Company or an authorized representative.

9. **Waiver.** The waiver by American Tank Company of any term or condition of this agreement shall not be a waiver of any other term or condition. Any such waiver shall not be deemed a waiver of any subsequent breach of the same term or condition, nor shall such waiver be deemed a waiver of any term or condition in any subsequent agreement.

10. **Entire Agreement.** This proposal or invoice, together with any written documents which may be incorporated by specific reference, constitutes the entire agreement between the parties and supersedes all previous communications between buyer and American Tank Company.

11. **Governing Law.** California law shall govern the interpretation of this agreement and enforcement of its terms and conditions. The parties agree that venue for any lawsuit or claim hereunder shall be in the Superior or Municipal Courts of Sonoma County, California.

REPLACEMENT QUOTE

Daniel Mainwaring
Loma Rica - Browns Valley Fire Department
9471 Browns Valley School Road
Browns Valley, CA 95918
Phone: 916-500-3978
Email: daniel.mainwaring@fire.ca.gov

October 2, 2026

Re: Project Name: Loma Rica - Browns Valley Fire Department Replacement Tank
Ref: Delivery Address: 9471 Browns Valley School Road, Browns Valley, 95918
ATC Quotation No: Q#1015-1002-26C-bh

Dear Daniel:
American Tank is pleased to provide the following tank quotation for your purchase consideration. Please carefully review all items to assure the proposed quantity, design, configuration, specifications and accessories meet your project requirements.

QUANTITY:	1

TANK DESCRIPTION & MATERIALS

Tank Model:	Model: BH10X15 FRB BH CLASSIC CORRUGATED™ Galvanized Steel Cylindrical Tank		
Tank Materials:	2-2/3" Pitch X 2/3" Deep Corrugated Galvanized Steel Riveted Tank with Factory Applied Coatings		
	G-90 Prime Galvanized Sheet per ASTM A-653 (33-55 ksi min. yield) with .90 Oz Zinc per Sq. Ft.		
	Magni-Grip® LockBolt™ Steel Fasteners; (36 ksi min. yield)		
	Manus-Bond 75 AM NSF 61 Approved Sealant		
	Structural Steel Plate and Shape per ASTM A36		
	Hardware per ASTM A307 Grade B with Zinc Coating per ASTM A384		AVG MILS
Tank Coatings:	Interior Submerged Surfaces:	Farbertite/Industra-Liner	DFT: 8-10
	Exterior Coating:	G-90 Prime Mill Galvanized	
	Exterior Color:	G-90 Prime Mill Galvanized	
	Exterior Bottom Coating:	Farbertite Emulsion (Black)	
Roof System:	3:12 Conical Cover		

TANK CONFIGURATION & DESIGN CRITERIA:

Storage Application:	Fire Protection Water	Engineering Submittals:	Not Included
Nominal Capacity (Gallons):	9,716	PH:	6-8
Usable Capacity (Gallons):	9,392	Specific Gravity:	1.0
Freeboard (Air Gap):	6"	Service Temperature:	Ambient
Inside Diameter:	10'-6"	Referenced Standards:	n/a
Shell Height:	15'-0"	Code Compliance:	n/a
Roof Style:	3:12 Conical Cover	Wind Load:	100 MPH
Overall Height:	16'-1.25"	Roof Load:	20 PSF
Tank Floor Type:	Flat Bottom	Snow Load:	0 PSF
Est. Weight Lbs:	2,010 Lbs.	Seismic Design:	None

TANK COMPONENTS & ACCESSORIES:

Item	Qty	Size	Use	Description
1	1	2 IN.	Inlet	TITAN FNPT (1-4") SS
2	1	2 IN.	OverFlow	TITAN FNPT (1-4") SS
3	1	2 IN.	Drain	TITAN FNPT (1-4") SS
4	1	4 IN.	Fire Outlet	TITAN FNPT (1-4") SS
5	1	4 IN.	Anti-Vortex	Internal Vortex Breaker
6	1	24 IN.	Roof Access	24" Sq. with Locking Hasp Hinged Roof Manway
7	1	24 IN.	Shell Access	24" Dia. Side-Shell Manway with Bolt-on Cover
8	1	8 IN.	Vent	Globe Vent 8" Screened
9	1	SET (4)	Loading/Offloading	Wind Tie-downs/Lifting Lug Combination
10	1		Liner	NSF-61 Heavy Duty Multi-Filament PVC Industra-Liner

OPTIONAL ITEMS OR SERVICES:					
Item	Qty	Description	Material	Labor	Total
1		-			
2		-			
3		-			

ESTIMATED LEAD TIMES BASED ON CURRENT BACKLOG:				
Engineering & Drawing Submittals:	0	to	0	Weeks
Material Fabrication and Coating:	6	to	8	Weeks
Tank or Material Delivery to Location:	3	to	5	Days from Completion of Fabrication
Tank Assembly on Site (if applicable):	0	to	0	Days per Tank

SHIPPING, WARRANTY & TERMS:	
Shipping & Handling:	FOB Customer
Off-Loading:	By Customer
Installation / Wage Basis:	Not Applicable
Warranty:	1 Year Materials & Workmanship
Quote Terms:	This Quote is Valid for 30 Days and Subject to ATC Standard Terms & Conditions
Payment Terms:	50% Non-Refundable Deposit w/ Signed Proposal; 50% Prior to Shipment

PRICING SUMMARY:			
Pricing of Tank(s) & Accessories as Indicated in this Quotation:	**Sub-Total:**	**$**	**30,651.52**
Shipping & Handling (Includes delivery, offloading and setting of new tank. Removal & disposal of old tank):		$	6,945.00
	Sales Tax:	$	3,101.71
	TOTAL:	**$**	**40,698.23**

IMPORTANT NOTE: Freeboard, Usable Capacity, Self-Anchoring Design, Anchor Qty, Pricing, etc. are subject to change based on final site specific engineering design and local jurisdiction authority requirements.

EXCLUSIONS: (Unless specifically noted otherwise in this Proposal):

1. Any products or services not specifically mentioned in this proposal shall be the responsibility of others. Pricing excludes all demolition, grading, foundation, plumbing, piping, valves, brackets, controls, etc. not specifically included in this proposal.
2. Engineered submittal drawings shall not include accessory or pipe fitting orientation unless specifically provided by customer prior to commencement of engineering calculations and drawings. Standard accessory elevations (drain, overflow, outlets, manways, etc.) will be
3. Building Permits, Soil Testing & Reports, Bonds, Special Inspections, Business Licenses, and other Fees, Taxes, Duties, etc. are not included unless specifically indicated in this proposal.
4. American Tank Delivery or Freight price is based on delivery to Install Location Zip Code (above) and requires road(s) accessible by a 65' long truck and trailer combination adjacent to tank site (within 10' of tank foundation). Final price subject to site access verification.
5. Unobstructed access must be provided from the offload area to tank foundation. Customer shall be responsible for labor, equipment and any additional costs required for transferring of materials from offload or staging area to the tank site due to hard or restricted access.
6. Offloading and setting Shop Fabricated tanks is not included in the scope of this quotation. Customer is responsible for furnishing all equipment and labor to lift prefabricated tank(s) from delivery vehicle to tank pad or foundation. American Tank recommends contracting a local crane company with certified operators to set and orient tanks on foundation. American Tank will make every effort to coordinate delivery arrivals with crane company schedules but will not be responsible for any offloading standby or delay charges.
7. For installation of Field Erected tanks, American Tank requires customer or owner to provide a sanitary restroom facility within reasonable distance of construction site.
8. Tank Disinfecting is not included. Temporary storage and water for disinfecting, hydro-testing, and/or filling, emptying and refilling for inspections or repairs shall be the responsibility of owner or customer. Tank disinfecting must be performed in accordance with ATC recommended procedures to avoid damage to interior coatings or liners which may result in voidance of warranty.

Thank you for considering our offer. To begin the order entry and credit review process, please sign and return a copy of this quotation by Fed-Ex, UPS, US Postal Service or E-mail to the address below. We look forward to be working with you on this project. If you have any questions or other considerations, please feel free to contact me.

Sincerely,

American Tank Company, Inc.

Quoted by: Michelle Smith
Direct-line 707-535-1410
E-Mail: michelle@americantank.com

American Tank's Quotation is Accepted by:

_____ Date: _____
Authorized Signature

_____ Title: _____
Print Name

Customer PO/Contract Reference No. _____

AMERICAN TANK CO., INC.
Standard Terms and Conditions of Sale

1. **Price.** The quoted price is for the listed equipment and services specified in this proposal or invoice. American Tank Company is not responsible for any site preparation, permits, installation, or other similar costs. Any equipment or services not specifically itemized in this proposal or invoice are not the responsibility of American Tank Company. The quoted price shall remain in effect for 30 days from the date of this proposal or invoice. If written acceptance of this proposal or invoice is not received within that time, this offer will become void and of no effect. Notwithstanding the above, American Tank Company reserves the right to revoke this offer at any time prior to receiving written acceptance of this proposal or invoice.

2. **Payment Terms.** Subject to the specific terms of the proposal or invoice to which these terms and conditions are attached, payment in full is due and payable at the time of delivery. A service charge of 1.5% per month (18% annual) will be applied to all outstanding balances after 10 days from this date.

3. **Changes.** The terms and conditions of this proposal or invoice constitute the entire agreement between the parties. No term or condition in this proposal or invoice may be added to, modified, superseded or altered unless the change is agreed to in writing by American Tank Company. All shipments shall be deemed to have been made pursuant to the terms of this proposal or invoice and any terms and conditions which may be contained in a purchase order or other form used by buyer to accept this proposal or invoice shall be of no force or effect.

4. **Cancellation.** After acceptance of this proposal or invoice, buyer may only cancel this agreement by providing written notice of cancellation prior to the time the equipment is shipped. In the event of a cancellation, buyer shall remain responsible for and agrees to pay to American Tank Company all amounts incurred for labor, material, engineering, administration, and overhead costs (including any cancellation charges charged by our vendors) up to and including the date that written notice of cancellation is received. No attempted cancellation will be effective after transportation of the shipment has begun. Notwithstanding the above, non-refundable deposits will not be refunded.

5. **Shipment.** Unless otherwise noted in this proposal or invoice, all shipments are F.O.B. point of shipment. Risk of loss and title pass to buyer at this point. Unless otherwise agreed to in writing, all costs related to off-loading the shipment shall be the buyer's responsibility.

6. **Delay.** American Tank Company will not be liable to buyer or any other person for any loss or damage which results from delay or failure to deliver all or a part of the equipment covered by this proposal or invoice in a reasonable manner or time, beyond the actual cost of procuring comparable replacement goods less the price of the equipment under this proposal or invoice. Notwithstanding the above, American Tank Company will not be liable in any measure if the cause of the delay or failure to deliver is beyond the reasonable control of American Tank Company, such as delay caused by acts of God, war, acts of the public enemy, civil disorder, riot, sabotage, governmental action or law or regulation, strikes or other labor problems, fire, flood, earthquake, severe weather, health and safety considerations, embargoes, transportation shortages or delays, fuel or material shortages, or failure of performance by a vendor or subcontractor. In the event of a delay beyond the control of American Tank Company, time for performance will be extended by the length of any such delay.

7. **Warranty.** All the tanks and equipment sold by American Tank Company carry the original manufacturer's limited warranty against defects in material and workmanship. American Tank Company does not itself warrant the tanks and equipment and the purchaser's sole recourse is with the original manufacturer. The terms of the original manufacturer's warranty will be made available upon request. American Tank Company specifically excludes all express and implied warranties, including the warranty of merchantability and fitness for a particular purpose. Under no circumstances shall American Tank Company be liable in contract or tort for special, indirect or consequential damages of any kind or nature. In no event shall American Tank Company's liability exceed the return of the purchase price paid by the purchaser.

8. **Warranty Claims.** In the unlikely event any tank or equipment proves to be defective, American Tank Company will make a reasonable effort to assist the buyer in receiving full satisfaction from the product manufacturer under the terms of the manufacturer's warranty. Under most manufacturers' warranties, buyer's rights will be limited to a repair or replacement part F.O.B. original point of shipment. To ensure that buyer's manufacturer's warranty rights are protected, buyer must notify American Tank Company of any defect within 10 days of its discovery. Buyer's manufacturer's warranty rights will be lost if buyer:

(a) Fails to operate or maintain the equipment in accordance with generally accepted industry practice; or
(b) Fails to operate or maintain the equipment in accordance with instructions from American Tank Company or the manufacturer; or
(c) Fails to give written notice to American Tank Company within 10 days from discovery of defect; or
(d) The tank or equipment has been altered or repaired by someone other than American Tank Company or an authorized representative.

9. **Waiver.** The waiver by American Tank Company of any term or condition of this agreement shall not be a waiver of any other term or condition. Any such waiver shall not be deemed a waiver of any subsequent breach of the same term or condition, nor shall such waiver be deemed a waiver of any term or condition in any subsequent agreement.

10. **Entire Agreement.** This proposal or invoice, together with any written documents which may be incorporated by specific reference, constitutes the entire agreement between the parties and supersedes all previous communications between buyer and American Tank Company.

11. **Governing Law.** California law shall govern the interpretation of this agreement and enforcement of its terms and conditions. The parties agree that venue for any lawsuit or claim hereunder shall be in the Superior or Municipal Courts of Sonoma County, California.