

WARRANTY AND ENVIRONMENTAL PROTECTION PROGRAM



Northern Steel

PROTECTING TOMORROW ...
TODAY!

GUARDIAN

Northern Steel Industries is proud to provide our “Guardian” Warranty and Environmental Protection Program. This program provides customers with warranty protection and Environmental Impairment Liability for specific products manufactured by Northern Steel Industries.

HIGHLIGHTS

To provide Third Party Pollution Liability (underground tank purchasers only) and Warranty to the purchasers of products produced by Northern Steel and sold in Canada.

COVERAGE:

PART I

Coverage 1
Third Party Pollution Liability

Coverage 2
Site Clean-up

Coverage 3
Defense Costs

Limit
\$3,000,000 Each
Occurrence / Annual
Aggregate

PART II

Warranty Protection*
Limit \$250,000

* applicable to Northern
Steel manufactured
products.

TERM

Ten years from the
date of coverage
approval



See reverse for comprehensive details

GUARDIAN WARRANTY AND ENVIRONMENTAL PROTECTION

FEATURES

1. NAMED COVERAGE

- Northern Steel and any Customer as named in the certificate for products sold in Canada.

2. LIMITS

- **Part I** - Environmental Impairment Liability (Underground Tanks Only): \$3,000,000 Each Occurrence/Annual Aggregate
- **Part II** - Warranty Protection: \$250,000 - Basic Warranty

3. TERM

- **Part I** - Environmental Impairment Liability (Underground Tanks Only)
- **Part II** - Warranty Protection: 10 Year Guarantee

4. DEDUCTIBLE

- **Part I** - Environmental Impairment Liability (Underground Tanks Only): \$50,000 - Retention Each Claim
- **Part II** - Warranty Protection: \$5,000 - Basic Warranty

5. EFFECTIVE

- **Underground tanks** - when inspection and "PRECISION LEAK TEST" completed plus 14 consecutive days of satisfactory inventory reconciliation.

SUMMARY OF PART 1

COVERAGE 1 - Third Party Bodily Injury and Property Damage

To pay loss on behalf of the Tank Owner that the Tank Owner is legally obligated to pay as a result of claims first made against the Tank Owner and reported, in writing, to Northern Steel during the policy period.

COVERAGE 2 - Clean-up due to storage Tank System Releases

To pay on behalf of the Tank Owner reasonable and necessary costs that the Tank Owner is legally obligated to pay under the Environmental Law for Clean-up of Pollution Conditions from a Storage Tank System caused from product defects.

COVERAGE 3 - Defense

To have the right and duty to defend the named covered against any claims for loss to which Coverage 1 applies, and

Any civil or administrative proceedings or suits which impose a legal obligation under Environmental Law upon the covered to undertake a Clean-up which has resulted because of a confirmed release to which Coverage 2 applies.

SUMMARY OF PART II

- Northern Steel agrees to warrant the manufactured products against risk of material defects in materials or workmanship or a failure to meet specifications for the tanks provided by Northern Steel which causes a release for a term of 10 years. It is restricted to materials and labour to remove and replace the defective components of the system;
- The system consists of components (as determined by Northern Steel) that must be moved or repaired, concrete slabs over the system and patch paving required to cover the excavation work over the system;

Northern Steel manufactures to ULC and UL quality standards.



Printed in Canada

- This warranty program does not include utilities, sewers, electrical power and water lines, water wells, or any surface buildings or equipment;
- Northern Steel assumes NO LIABILITY nor does this warranty extend to risks specified which are caused, directly or indirectly by earthquakes, hydrological or geophysical changes or other extraordinary natural forces;
- This warranty program is subject to various conditions of installation and subsequent inspections as well as the use of only specified products as outlined in the conditions of the "Warranty and Environmental Protection Plan".

EXCLUSIONS

- Pollution condition existing prior to inception;
- Punitive Damages, Statutory Assessments, Fines or Penalties;
- Deliberate non-compliance of any order;
- Arising out of use of or refueling of any aircraft, water craft or vehicle;
- War;
- Liability of others assumed under contract unless liable in absence of such contract;
- Nuclear incident;
- Property damage or clean-up within any waste facility.

CONDITIONS

- The Pollution Conditions must be unexpected and unintended from the standpoint of the insured;
- Any incidents which may give rise to a claim must be reported to Northern Steel (the insurer) in writing as soon as the owner becomes or should have been aware of a potential claim;
- Coverage available in Canada only and limited to original purchase contract only (does not apply if tank resold to another party);
- This protection will follow any other warranty provided by the customer.
- Inspected and approved by Northern Steel;
- Installation according to approved Northern Steel installation manuals;
- Tested using EPA approved Precision Leak Test Procedures for tanks and lines;
- Used and maintained according to Northern Steel installation specifications and using Northern Steel Industries approved parts and equipment;
- Inventory variance monitoring according to National Fire Code of Canada;
- Use of system only for products as outlined in the warranty.



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