

TANK REPLACEMENT PAYMENT CERTIFICATE



The TankSure® Program is available to homeowners for their above ground (steel or double wall) residential heating oil tanks, with a [individual tank] capacity of 550 gallons or less. The homeowner must purchase all of their heating oil requirements for the protected tank system from Company to maintain the Tank Replacement Payment (TRP) coverage. TRP coverage is limited to such tanks. Company offers the TankSure® Program and related TRP benefit. Company will provide the TRP coverage for tanks that leak due to corrosion or manufacturer's defects and for non-leaking tanks which are identified for proactive replacement by the TankSure® Tank Analysis Software. For such tanks, Company offers the following exclusive remedy to the homeowner:

Up to \$1,500 towards a replacement oil tank (includes new tank, legs, necessary piping, and gauges) for [covered] steel tanks; and a replacement tank for [covered] double wall tanks, and the labor necessary to install either variety of tank.

The TRP coverage is contingent upon the following: The TRP coverage becomes effective immediately after the tank has been qualified by an ultrasonic test (steel tanks) and a visual inspection; and visual inspection [only] for double wall tanks. The TRP coverage remains in effect thereafter until the twelve-month anniversary date. Tank damage caused by homeowner negligence or by external factors such as accidents, weather conditions or natural disaster is not covered. Proof of damage from corrosion (photograph) and proof of tank replacement (copies of invoices) may be required at the time of a TRP claim and the tank must be replaced by a qualified installer. This TRP coverage may be extended without interruption based on fees at the time of renewal. In the event of a change in home ownership within the coverage period, the TRP coverage is transferable to the purchaser.

THE TANKSURE® PROGRAM TRP COVERAGE IS VOID IF BUYER QUALIFIES OR ENROLLS ANY RESIDENTIAL HEATING OIL TANK THAT FAILS THE QUALIFYING ULTRASONIC TANK TEST, OR HAS PREVIOUSLY LEAKED, BEEN PATCHED OR OTHERWISE REPAIRED, OR FAILS THE QUALIFYING VISUAL INSPECTION OR IF BUYER CHANGES THE TERMS OF THE TANKSURE® GENERAL CONDITIONS OR EXCLUSIONS.

LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

The exclusive remedy for any breach of the TankSure® Program TRP coverage, or for defects in the tank caused by the manufacturer or for any deficiency in the tank testing equipment, tank test procedures, visual inspection process, or test results, is limited to the payment of up to \$1,500 for replacement of the [steel] tank as described above or a tank replacement (double wall). All other liabilities are expressly disclaimed by Boston Environmental and are excluded from the TankSure® Program including, without limitation, incidental, special, and consequential damages to Buyer, homeowner or third parties; parts and labor associated with repair of the tank; costs associated with pumping out oil and otherwise cleaning the tank as part of the replacement; damage to pipes to and from the tank; the replacement cost of any oil lost as a result of releases or otherwise; environmental liabilities and clean-up costs and all other costs arising from or related to discharges of oil or releases of contaminants from the tank or piping; costs associated with disposing of any oil contained in the tank; and all fines, penalties and claims for property damage or diminution in property value, including those alleged or incurred by the homeowner or third-parties. No warranties, express or implied, including the **WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**, are made herein and are expressly disclaimed to the extent permitted by law. The duration of any applicable implied warranty that cannot be disclaimed is limited to the duration of the TankSure® Program coverage for the subject tank.

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