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COASTLINE EQUIPMENT, INC
Liability Disclosure - Terms & Conditions

IMPORTANT NOTICE: The tanks, components, and related products supplied by Coastline Equipment are manufactured and sold subject to the following terms, conditions, limitations of liability, and purchaser responsibilities. By accepting delivery, approving fabrication drawings, installing, or using these products, the purchaser agrees to the terms set forth below.

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1. Installation Responsibility
The purchaser is solely responsible for ensuring that all tanks, fittings, vents, fill connections, supports, and associated components are installed by qualified marine professionals in accordance with:

- Applicable marine industry standards;
- Vessel manufacturer's requirements;
- Regulatory requirements and inspection criteria;
- Applicable local, state, provincial, federal, and maritime regulations;
- Requirements of insurers, surveyors, or classification societies.

Improper installation may result in fuel leakage, fire, explosion, environmental contamination, property damage, personal injury, or death.

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2. Inspection and Acceptance
The purchaser shall inspect all products immediately upon receipt for shipping damage, shortages, or visible defects.
Any claim for shipping damage, shortages, or visible defects must be submitted in writing within 2 days of delivery.
Installation, modification, or use of the product shall constitute acceptance of the product as delivered.

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3. Maintenance and Operation
The vessel owner and operator are solely responsible for:

- Routine inspection of the tank and supply or distribution systems;
- Monitoring for corrosion, abrasion, vibration damage, contamination, and wear;
- Maintaining proper operation of all associated system components;
- Replacing damaged or deteriorated components as necessary;
- Ensuring continued compliance with applicable regulations and standards.

Failure to properly inspect and maintain the systems may void applicable warranties and create unsafe operating conditions.

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4. Custom Fabrication and Customer-Supplied Information

Customer-Provided Specifications

For custom-fabricated tanks, all dimensions, capacities, connection locations, mounting details, structural requirements, clearances, and design criteria provided by the purchaser, vessel owner, installer, shipyard, naval architect, engineer, or designer shall be deemed accurate and approved by the purchaser.

Coastline Equipment shall not be liable for errors, omissions, conflicts, inaccuracies, or deficiencies in customer-supplied drawings, measurements, specifications, or design information.

Field Measurements and Verification

Unless specifically agreed otherwise in writing, the purchaser is solely responsible for verifying:

- Tank compartment dimensions;
- Access routes;
- Installation clearances;
- Structural supports;
- Existing equipment interfaces;
- Vessel conditions and constraints.

The supplier shall not be responsible for installation difficulties, vessel modifications, removal and replacement costs, access limitations, fit-up conflicts, or project delays resulting from inaccurate field measurements or unforeseen vessel conditions.

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5. Fabrication Drawing Approval

Any fabrication drawings, sketches, submittals, or approval drawings provided by Coastline Equipment shall be reviewed and approved by the purchaser prior to fabrication.

Purchaser approval of submitted drawings constitutes acceptance of all:

- Dimensions;
- Capacities;
- Port and fitting locations;
- Access requirements;
- Mounting arrangements;
- Design details;
- Fabrication features.

Any changes requested after drawing approval may result in additional charges and schedule extensions.

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6. Engineering and Design Responsibility

Unless expressly provided under a separate written engineering agreement, Coastline Equipment acts solely as a fabricator and manufacturer.

The supplier does not provide:

- Vessel design services;
- Naval architecture;
- Structural engineering;
- Stability analysis;

- Supply/distribution system design;
- System integration engineering;
- Regulatory certification services.

The purchaser remains solely responsible for determining that the tank and its installation are suitable for the intended vessel and operating conditions.

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7. Regulatory and Code Compliance

Where fabrication is requested to meet specific standards, including but not limited to:

- ABYC requirements;
- U.S. Coast Guard regulations;
- Other classification society or regulatory standards;

Such requirements must be identified in writing prior to quotation and fabrication.

Fabrication of a tank by Coastline Equipment does not constitute certification that the completed installation complies with any code, regulation, standard, or classification society requirement.

Coastline Equipment will not seek to obtain certification or approval from regulatory agencies or organizations for custom tanks.

Compliance of the completed vessel installation remains the sole responsibility of the purchaser, vessel owner, installer, and their professional advisors.

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8. Welding and Fabrication Tolerances

Custom-fabricated tanks are manufactured using accepted industry fabrication practices and commercially reasonable tolerances.

Minor dimensional variations, weld appearance variations, distortion associated with welding processes, cosmetic imperfections, or other non-critical deviations that do not impair structural integrity or intended function shall not constitute defects.

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9. Post-Delivery Modifications

Any field modification, repair, welding, drilling, cutting, grinding, coating removal, fitting relocation, or alteration performed after delivery shall transfer responsibility for the affected component to the party performing the modification.

Any such modification may void applicable warranties.

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10. Prototype and One-Off Fabrications

Custom, prototype, replacement, or one-off tanks are manufactured based upon information available at the time of fabrication.

The purchaser acknowledges that unique installations may require field adjustments.

Unless specifically included in the contract, the supplier shall not be responsible for:

- Vessel modifications;
- Reinstallation costs;
- Removal and replacement labor;
- Field rework;
- Dry dock costs;
- Travel expenses;
- Project delays resulting from installation conditions.

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11. Limitation of Liability

To the fullest extent permitted by law, Coastline Equipment shall not be liable for any loss, damage, or expense arising from:

- Improper installation;
- Improper maintenance;
- Misuse or abuse;
- Product modifications;
- Design deficiencies;
- Incorrect application or sizing;
- Corrosion, electrolysis, galvanic action, or environmental conditions;
- Vessel accidents, collisions, groundings, flooding, or fire;
- Failure of associated equipment or systems.

The purchaser assumes all risks associated with the installation and use of the supplied products.

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12. Exclusion of Consequential Damages

To the fullest extent permitted by law, Coastline Equipment shall not be liable for any:

- Consequential damages;
- Incidental damages;
- Indirect damages;
- Special damages;
- Loss of profits;
- Loss of use;
- Vessel downtime;
- Charter losses;
- Business interruption losses;
- Removal or reinstallation costs;
- Environmental remediation costs;
- Fuel loss;
- Third-party claims.

Regardless of the cause of action, the supplier's total cumulative liability shall not exceed the original purchase price of the product giving rise to the claim.

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13. Warranty Limitation

Any warranty provided by Coastline Equipment is limited solely to repair or replacement of products determined by the supplier to be defective in material or workmanship during the applicable warranty period.

The supplier makes no warranty, express or implied, beyond those expressly stated in writing, including any implied warranty of merchantability or fitness for a particular purpose to the extent permitted by law.

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14. Environmental Responsibility

The vessel owner and operator are solely responsible for preventing, monitoring, containing, reporting, and remediating any fuel spill, discharge, or environmental incident associated with the vessel or fuel system.

The supplier shall not be liable for environmental damages, cleanup costs, fines, penalties, or regulatory actions except where prohibited by law.

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15. Indemnification
The purchaser agrees to defend, indemnify, and hold harmless Coastline Equipment its officers, directors, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, penalties, fines, attorney's fees, and expenses arising out of or related to:

- Installation or use of the products;
- Customer-provided specifications or measurements;
- Post-delivery modifications;
- Failure to properly maintain or inspect the fuel system;
- Violations of applicable codes, regulations, or standards;
- Personal injury, property damage, environmental damage, or economic loss resulting from the purchaser's actions or omissions.

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16. Entire Agreement
These terms apply to all quotations, sales orders, invoices, fabrication contracts, and deliveries unless otherwise agreed in writing by an authorized representative of Coastline Equipment, Inc.
If any provision is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

Purchaser Acknowledgment
The undersigned acknowledges that they have read, understood, and accept these Liability Disclosure and Terms & Conditions and agree that responsibility for installation, verification of dimensions, application suitability, code compliance, vessel integration, and ongoing maintenance rests with the purchaser, vessel owner, and installer.

Purchaser/Company: _____
Authorized Representative: _____
Title: _____
Signature: _____
Date: _____
Purchase Order / Project Number: _____