

Warranty for Barkman Concrete’s Tank and Sump Pit Products

Barkman Concrete (“Barkman”, “we”, “us”, and “our”) warrants the structural integrity of our Tanks and Sump Pit components (“Product” or “Products”) for 1 (One) year from the date you received the product.

We will replace or repair at our option, without charge, any defective Product installed and maintained to our guidelines under normal use. This warranty shall not apply to repair or replacement required as a result of normal wear and tear. Our obligations under this warranty are void in their entirety if the Product is in any way abused or neglected. This warranty does not cover damage resulting from external causes including accident (including, but not limited to, fire, explosion and flood), usage outside of specification or not in accordance with product instructions, modifications and alterations performed and not approved by Barkman, or cosmetic damage, all to be determined in our sole discretion. This warranty does not cover defects, damages or errors resulting from service or repair provided by unauthorized third parties. The labour charges incurred in replacing or repairing any warranted Products are not included in this warranty. **Product replacement does not renew the Standard Warranty Period.**

Upon receipt of the Product, it is to be verified prior to installation as installation constitutes your acceptance of the Product as is.

The following conditions or events are not covered by the warranty and are applicable to all Products:

1. Use for a purpose other than intended in our sole discretion.
2. Damage to any building or structure in or to which the product is near, attached or installed.
 1. Damage that occurs during initial or subsequent installation or construction of a connected or associated building or structure.
 2. Damage caused by failure to follow Installation instructions attached
 3. Damage caused by natural disasters, including, but not limited to, lightning, floods, hurricanes, earthquakes, tornadoes, fire, vegetation or any other act of God.
 4. Acts of negligence or misuse by the owner, installer or any third party in our sole discretion.
 5. Heat or fire exposure.
 6. Efflorescence, polymeric haze or construction and/or vegetation-born residue.
 7. Product has been discontinued or purchased as a “Special Order”.

The following limitations are applicable to the sale of all Products:

1. Barkman (including its directors, officers, employees, and agents) is not responsible for:
 - a. installation of replacement Products. Its sole obligation in the event it elects to provide a replacement Product is the cost of the replacement Product;
 - b. refunding the purchase price of the Product or any pro-rata portion of the purchase price; and
 - c. honoring this warranty without proof of purchase, such as a Barkman invoice or dealer invoice.
2. Barkman (including its directors, officers, employees and agents) shall not be liable for:
 - a. any consequential, incidental, general, or special damages related to the Product or Product failure, including, but not limited to, loss of time or use, inconvenience, or any damage to personal or real property or economic injury;
 - b. the repair or replacement of the Product where the failure or defect is the result of damage to any building or structure of which the Product is a part, vandalism or damage to any property, real or personal, to which the Product is connected, associated with or used in conjunction with;
 - c. small cracks or surface imperfections in concrete that are within tolerance, resulting from normal expansion and contraction. These are not considered a defect or failure and are not covered by this warranty;
 - d. any indirect, incidental or consequential loss or damage of any kind whatsoever, regardless of the cause of such loss or damage. This includes, but is not limited to, damage to personal or real property, lost profits or business interruptions; and
 - e. any amount exceeding the purchase price of the individual Product or Products giving rise to the alleged or proven loss.

THIS WARRANTY IS BARKMAN’S SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCT AND IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE AND THERE ARE NO WARRANTIES EXTENDED BEYOND THOSE DESCRIBED ON THE FACE HEREOF. UNLESS OTHERWISE AGREED TO BY BARKMAN IN WRITING, ALL OF THE PROVISIONS CONTAINED IN THIS WARRANTY SHALL SUPERSEDE ANY PRINTED CONDITIONS OF CONTRACT WHICH MAY BE PRINTED IN ANY PAST OR FUTURE COMMUNICATION OR DOCUMENT FROM THE PURCHASER OR THE PURCHASER’S AGENT.

SEPTIC TANK INSTALLATION INSTRUCTIONS

These Installation Instructions are meant to provide general assistance in the proper installation of a Barkman septic or holding tank, they are not meant to be a comprehensive installation manual. The proper installation of these products is critical for them to function properly, remain watertight and maintain structural integrity.

1. To begin with ensure the tank is sized properly for its intended use and that the burial depth indicated on plate on the top of the tank is not exceeded when placed at the required design depth for the specific installation.
2. Prior to excavation all buried utilities should be identified and marked by the Utility providers, and the site should be free of obstructions both overhead and in the area surrounding the excavation.
3. The size of the excavation should be large enough to allow for worker safety and proper compaction of the fill material.
4. The use of proper bedding material is important to ensure the long life of the tank. Imported bedding material may be necessary to provide an even bearing surface and reduce the risk of uneven settlement or point loading on large rocks. Soils with poor bearing characteristics or areas with high water tables may need additional design consultation from a qualified expert.
5. Before setting the tank in the excavation, inspect that tank for any defects or shipping and handling damage. If there are any concerns that the tank may not function as designed due to noted problems, contact Barkman. Do not install the tank until those concerns have been addressed.
6. When placing the tank in the excavation ensure proper orientation. The proper placement and connections of the fittings are the responsibility of the installer. Care must be taken not to insert the inlet pipe too far into the tank as it may push up against the inlet baffle which may cause reduced flow into the tank or a blockage in flow. In areas with high water tables, additional measures may be taken to ensure there is no ground water infiltration into the septic system, contact Barkman for more information.
7. When backfilling, fill around the tank in even layers with material that is free from organic material or large stones that could damage the tank.
 1. The thickness of the layers should not exceed what can be adequately compacted to limit settlement of the backfill and should be completed evenly around all sides of the tank avoiding uneven stresses on the tank.
 2. The method and degree of compaction should avoid placing undue stress on the tank walls. Particular attention should be paid to the compaction of the material under all the pipes to ensure that the alignment and slope is maintained through the service life of the tank.
 3. Backfill placed over the top of the tank should be free of large stones and or rocks.