

# Warranty Conditions

## ABOUT THIS WARRANTY

- 1 AUSTRALIAN WATER SYSTEMS PTY LTD ACN 114 587 692 trading as CLARK TANKS ("Clark Tanks") warrants that, subject to the terms of this warranty, it will either, at its sole discretion, replace or repair any water tank affected by a defect or fault caused by poor workmanship for a period limited to:
  - 1.1 twenty five (25) years from the date of purchase for all water tanks other than Li-LoTM Underground and Slimline water tanks;
  - 1.2 fifteen (15) years from the date of purchase for Li-LoTM underground water tanks; or
  - 1.3 ten (10) years from the date of purchase for Slimline water tanks.
- 2 A purchaser of a water tank (in this warranty referred to as "you") will only be entitled to make a claim under this warranty if the defect or fault first appears, and Clark Tanks is informed of the claim, within the duration of that warranty period and in accordance with paragraph 4 of this warranty.
- 3 This warranty does not apply to Clark industrial tanks. For warranties pertaining to Clark industrial tanks ask about our separate industrial tank warranties.

## HOW TO MAKE A CLAIM

- 4 To make a warranty claim under this warranty, you must:
  - 4.1 notify Clark Tanks in writing at the address shown at the end of this warranty (noting that updates to that address may have been notified via the Clark Tanks website) within fourteen (14) days of the existence of any defect or fault becoming apparent and provide Clark Tanks with the opportunity to inspect the defective or faulty water tank within twenty-eight (28) days (or sooner if reasonably requested by Clark Tanks) of such notification; and
  - 4.2 send the original invoice evidencing the purchase of your water tank to Clark Tanks at the address shown at the end of this warranty.
- 5 You must bear all expenses of making a claim, whether valid or otherwise, under this warranty.

## WHEN THIS WARRANTY DOES NOT APPLY

- 6 This warranty has no application in any of the following circumstances:
  - 6.1 the defect or fault is caused by you or any person (other than Clark Tanks) by using your water tank other than for its manufactured purpose;
  - 6.2 your water tank is damaged during relocation, including, but not limited to, installation and/or transportation;
  - 6.3 your water tank is not installed or maintained in accordance with Clark Tanks' Recommended Site Installation Sheet which is available at our website: [www.clarktanks.com.au](http://www.clarktanks.com.au);
  - 6.4 the defect or fault is caused by an act of God, an act of war, storm, hail, tree roots (where the tank is installed too close to existing or subsequently planted trees), wind (where not securely anchored or weighted down by water immediately on delivery as per Clark Tanks' Recommended Site Installation Sheet) or other natural event or force of nature;
  - 6.5 the defect or fault is caused by reasonable weathering/degradation over time;
  - 6.6 the defect or fault is caused by negligence (other than by Clark Tanks), abuse, wilful damage or other deliberate act;
  - 6.7 the defect or fault is caused by someone walking on or applying any load to the top of the water tank;
  - 6.8 the serial number or identification marked on your water tank is removed, defaced or altered;
  - 6.9 the defect or fault is the result of inadequate or incorrect site preparation;
  - 6.10 if your water tank is made out of polyethylene and it does not have a minimum of 300mm of flexible hose or a single sphere expansion joint fitted in line as close to the outlet fitting as possible;
  - 6.11 pipe work which is connected to your water tank is not adequately supported so as to not to put undue pressure or strain on fittings;
  - 6.12 the overflow capacity of your water tank is less than the inflow, causing excessive hydraulic pressure;
  - 6.13 your water tank is transported with liquids in it;
  - 6.14 if your water tank is a Li-LoTM Underground tank and it is:
    - (a) subjected to excessive trafficable loads;
    - (b) not properly maintained by you;
    - (c) subjected to unauthorised modifications; or
    - (d) installed:
      - (i) without you first having obtained both a structural survey of soil composition and a civil engineering report detailing any additional requirements as to the installation of the tank, in accordance with the requirements identified in the Li-LoTM Underground Tank Installation Manual which is available at our website: [www.clarktanks.com.au](http://www.clarktanks.com.au) ("Li-LoTM Manual"); or
      - (i) without limiting the foregoing paragraph, otherwise than in accordance with the requirements set out in the Li-LoTM Manual;
  - 6.15 regardless of the type of water tank:
    - (a) your water tank is not installed using the Clark Tanks' Recommended Site Installation Sheet. These are supplied when the tank is delivered are available at our website: [www.clarktanks.com.au](http://www.clarktanks.com.au); or

Free Call **1800 88 79 79**

Visit [www.clarktanks.com.au](http://www.clarktanks.com.au) or contact your local Clark Tanks supplier!

Better design.  
Better build.  
Better value.



# Warranty Conditions continued

- (b) your water tank is placed on an unsound base or the base erodes and/or is not maintained by you or is subjected to unauthorised modifications;
- 6.16 the defect or fault is the result of after sale modifications, repairs or the installation of fittings which are not suitable for the water tank or weaken its integral properties; or
- 6.17 the defect or fault is caused by the storage of water at temperatures in excess of 40° Celsius.

## WHO THIS WARRANTY BENEFITS

7 This warranty is provided to the original purchaser only and is not transferable.

## LIMITATIONS ON CLAIMS

8 Clark Tanks' maximum liability for a claim made under this warranty is limited to the amount calculated by multiplying the original purchase price of your water tank by the number of years of the warranty period (including any part thereof) remaining as at the date of your claim and dividing by the duration warranty period. That is:

$$\text{\$ Maximum liability} = A \times B / C$$

Where: A = original purchase price of your water tank;  
B = number of years of the warranty period remaining; and  
C = total warranty period for your water tank.

To the extent that the costs of the repair or replacement of your water tank exceed the limit under this paragraph 8, you will be liable for the difference.

- 9 This warranty does not apply to the colour or appearance of the tank, which may alter.
- 10 Clark Tanks is not responsible for any loss or damage to your water tank which occurs in the course of shipping.
- 11 Clark Tanks is not responsible for any freight or delivery charges to or from Clark Tanks' premises relating to the repair or replacement of your water tank as a result of a claim being made under this warranty, which cost shall be borne by you.
- 12 Without limiting paragraph 8 above, any payment under this warranty is limited to the cost of repairing or replacing the tank (at Clark Tanks' sole discretion) and does not extend to any indirect or consequential loss, claim, expense or damage resulting from or caused by any defect or fault in your water tank, including, but not limited to, the cost of liquid replacement, the cost of cartage of liquid, loss sustained through the escape of liquid, loss of income, profits or goodwill or loss sustained by third parties.

## ADDITIONAL RIGHTS

- 13 In addition to this warranty, certain legislation, including the Australian Consumer Law, may give you rights and remedies which cannot be excluded, restricted or modified. This warranty must be read subject to that legislation and nothing in this warranty has the effect of excluding, restricting or modifying those rights.
- 14 Apart from this warranty and any implied rights and remedies arising under legislation that cannot be excluded, restricted or modified, all guarantees, warranties or other implied terms (including terms implied by custom or usage) are hereby excluded to the extent permitted by law.

## CONTACT DETAILS

Our postal address and contact information as at the date this warranty was prepared are as follows:

### Clark Tanks Queensland

MS1116  
Warrego Highway  
Dalby, 4405  
Contact – The Manager  
Phone - (07) 4660 6800  
sales@clarktanks.com.au

### Clark Tanks NSW

Cnr Cardiff and Toronto Street  
Bathurst, 2795  
Contact – The Manager  
Phone - (02) 6334 2720  
sales@clarktanks.com.au

### Clark Tanks Victoria

2 Dawson Street  
Moama, 2731  
Contact – The Manager  
Phone – (03) 5480 0900  
sales@clarktanks.com.au

Please check our website at [www.clarktanks.com.au](http://www.clarktanks.com.au) for updates to that contact information.

### Note:

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

Free Call **1800 88 79 79**

Visit [www.clarktanks.com.au](http://www.clarktanks.com.au) or contact your local Clark Tanks supplier!

Better design.  
Better build.  
Better value.

**CLARK**  
  
**TANKS**  
FAR BETTER BY DESIGN