

# Certificate of Warranty

This is to certify that **AUSTRALIAN WATER SYSTEMS PTY LTD** (ABN 92 114 587 692) trading as **CLARK TANKS (Manufacturer)** guarantees to replace or repair (at its sole discretion) any defect or fault in the products listed below (**Products**) that is solely attributable to defects in materials or workmanship (**Defect**).

Products and associated Warranty Periods:

- **Polyethylene Storage Tanks:** Warranty Period is determined by the Product's specific gravity (**SG**) rating (as specified by the Manufacturer and/or marked on the Product):
  - **Round Tanks SG ≤ 1.0:** 25 years
  - **Slimline Tanks, SG ≤ 1.0:** 10 years
  - **Tanks, SG > 1.0 and ≤ 1.5:** 5 years
  - **Tanks, SG > 1.5:** 3 years
- **Polycraft Boats:**
  - **Recreational use:** 4 years
  - **Commercial use:** 1 year
- **Agricultural Products (Troughs and Feeders):** 5 years
- **Ancillary Products** (including pumps, fittings, accessories and any Product not otherwise specified above): 1 year unless otherwise specified by the Manufacturer in writing.

Notwithstanding the above, where Polyethylene Storage Tanks with a specific gravity (SG) rating  $\leq$  1.0 are used for non-residential, commercial, industrial, or agricultural purposes and/or installed with fittings, accessories, or modifications that are additional to or exceed the Manufacturer's standard inclusions as published on the Manufacturer's website at the time of purchase, the applicable Warranty Period for such Products will be limited to five (5) years from the date of purchase.

The Warranty Period commences from the date of purchase by the original purchaser (**Purchaser**).

## CONDITIONS OF WARRANTY

1. **Proof of Purchase:** the Purchaser must provide proof of purchase (tax invoice or receipt) when making a claim.
2. **Intended Use:**
  - **Tanks, SG  $\leq$  1.0:** designed solely for the storage of potable water at temperatures not exceeding 40 °C.
  - **Tanks, SG > 1.0 and  $\leq$  1.5:** designed for the storage of certain liquids (as specified by the Manufacturer in writing) such as diesel or molasses.
  - **Tanks, SG > 1.5:** designed for storage of certain chemicals (as specified by the Manufacturer in writing).

# Certificate of Warranty

- o **Polycraft Boats:**
  - o Recreational warranty applies only to private, non-commercial use.
  - o Commercial warranty applies to boats used for any business or income-producing purpose.
- 3. All Products must be installed, used and maintained strictly in accordance with the Manufacturer's written instructions.
- 4. This Warranty will not apply, and the Manufacturer will have no liability (to the extent permitted by law), if a Defect arises because:
  - o the Product has been used to store, contain or transport a substance that exceeds the SG rating or temperature rating of that Product (as specified by the Manufacturer), or that is otherwise incompatible with the Product's material;
  - o contamination, damage or leakage is caused or contributed to by the Purchaser;
  - o the Product has been relocated without prior written consent from the Manufacturer;
  - o the Product has not been installed, used or maintained using the Manufacturer's recommended instructions;
  - o damage to the Product is caused by an act of God, war, storm, fire, flood, hail, tree roots, or wind;
  - o the serial number or identification marked on the Product is removed, altered or rendered illegible;
  - o damage to the Product has resulted from inadequate or incorrect site preparation;
  - o damage to the Product has been caused by someone walking on or applying any load to the top of the Product. In the case of Products specifically designed for underground installations, the trafficable load exceeds the manufacturers specifications;
  - o the overflow capacity of the Product has been less than the inflow, causing excessive hydraulic pressure;
  - o the Product has been modified, repaired or refurbished without written approval from the Manufacturer;
  - o the Product has been improperly stored, handled, or transported following delivery. This includes, but is not limited to, exposure to unsuitable environmental conditions, physical impact, or failure to adhere to the storage and transport guidelines issued by the Manufacturer; or
  - o damage to the windscreen, windshield or other water ingress has resulted in leakage.

**Warranty Eligibility:** The warranty is granted to the original purchaser only and is not transferable.

# Certificate of Warranty

## MANUFACTURER'S REMEDY

**Repair or replacement:** the Manufacturer's liability under this Warranty is limited, at the Manufacturer's option, to repairing the Product or supplying a replacement Product of comparable specification.

**Warranty Calculation:** where a replacement is supplied, the amount payable by the Manufacturer is calculated on a pro-rata basis, as follows:

Amount Payable =  $(A \times B) \div C$

Where: (A) = Original purchase price of the Product  
(B) = Number of years left in the Warranty Period  
(C) = Total Warranty Period for the Product

## EXCLUSIONS AND LIMITATIONS

**Exclusions:** This Warranty does not cover:

- normal wear and tear associated with the Product;
- changes to the colour or appearance of the Product (including weathering or fading);
- bulging of a tank wall, whether temporary or permanent, as this is a characteristic of polyethylene tanks, particularly in high temperatures and some distortion or bulging is normal; or
- any defects or failure arising where a Product is manufactured in accordance with a custom design or specification supplied by the Purchaser.

The Purchaser will bear the reasonable, direct costs of making a claim under this Warranty (including freight or delivery charges to return the Product) but will be reimbursed by the Manufacturer if the Product is found to have a Defect covered by this Warranty or the Australian Consumer Law.

**Liability:** to the extent permitted by law, the Manufacturer is not responsible for any indirect or consequential losses, including machinery hire, landscaping, liquid replacement, cartage of liquid, loss of income or profits, or any damage or loss sustained through the escape of liquid.

# Certificate of Warranty

## WARRANTY CLAIM PROCEDURE

**Notification:** The Manufacturer must be notified within seven (7) days of any fault or defect occurring and must be given the opportunity to inspect the Product within 28 days of such occurrence.

**How to claim:** Purchaser must complete a warranty claim form which can be found on the Manufacturer's website.

**Assessment of claim:** once the Manufacturer has received a notice of a Defect, a representative of the Manufacturer will assess the Warranty claim. The Purchaser may be required to provide the Manufacturer with additional information of the Defect (including photographs) if requested by the Manufacturer to assess the Warranty claim.

**Costs of claim:** the Purchaser is responsible for bearing the reasonable, direct costs of making a claim under this Warranty.

## AUSTRALIAN CONSUMER LAW

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 reasonably 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.

## GENERAL

**Governing Law:** this Warranty is governed by the laws of the state in which the Product has been sold and the Commonwealth of Australia.

**Severability:** if any provision of this Warranty is void, illegal, or unenforceable, the remaining provisions remain in force.