

## EXPRESS WARRANTY CONDITIONS RAINWATER TANKS

**1. Terms of Warranty** – Subject to clauses 2, 3 and 4, the Manufacturer warrants to the original purchaser that this tank will be free from material defects caused during the manufacturing process for a period of twenty years from the Purchase Date.

### 2. Non-Excludable Warranties

The Manufacturer acknowledges that State and Federal legislation implies certain conditions and warranties into agreements for the supply and manufacture of goods which cannot be excluded, restricted or modified (Non-Excludable Warranties). The Manufacturer does not exclude, restrict or modify any Non-Excludable Warranties.

### 3. Exclusions Limitation of Liability

**3.1** Except for the Non-Excludable Warranties, the Manufacturer excludes all other conditions and warranties implied by:

- a. custom; or
- b. the general law (including but without any liability for negligence); or
- c. Statute

**3.2** The liability of the Manufacturer under this Warranty is excluded to the extent that any defect has been caused or contributed to by:

- a. any accident, contamination, tampering, wilful damage, improper storage, improper use (including but without limitation the carting of water) or negligent act of, or omission by, any person other than the Manufacturer;
- b. the improper installation of the Tank, or deterioration of the base on which it rests;
- c. the use of the Tank for any other purpose than the static storage of potable water at ambient temperatures in one fixed position;
- d. any damage to the Tank caused by storm, tempest, washaway, landslide, mudslide, lightning, or any other natural phenomenon, vermin or other pests, and any undermining of the base of the Tank through any cause whatsoever;
- e. the repositioning of the Tank from its original installation;
- f. weathering or degradation of the Tank due to extreme climatic conditions; or
- g. any staining that may occur from trees or ash fall-out from fires or such like.

**3.3** Without limiting the generality of clause 3.2:

- a. the Manufacturer will not be liable for any personal injury, incidental damages, consequential losses, loss of water, loss of profit or any like claims whatsoever arising from any use of, or incidental to, or repairs to the Tank; and
- b. to the extent that any component or material (including, but without limitation the polyethylene) used in the manufacture of the Tank is supplied and/or manufactured by a third party, the liability of the Manufacturer is limited to the Manufacturer's right of redress (if any) against the third party supplier/ manufacturer.

**3.4** The liability of the Manufacturer under this Warranty is limited to, at the Manufacturer's discretion:

- a. replacing the Tank at a cost calculated on a **pro-rata basis** at a sum equal to the current retail price divided by twenty years, multiplied by each year since the purchase date; or
- b. in some cases the Tank may be repaired.

**4. Proof of Purchase** – The original invoice or other similar proof of purchase of the tank must be provided by the purchaser when making a claim under this Warranty. The warranty is only extended to the original purchaser.

**5. Definitions** – For the purpose of this Warranty the following definitions apply:

- a. **Current Retail Price** means the Manufacturer's recommended retail price of the replacement tank at the time of submitting a warranty claim
- b. **Manufacturer** means Rapid Plas Pty
- c. **Purchase Date** means the date upon which the tank was purchased by the original purchaser
- d. **Purchaser** means the original purchaser of the tank
- e. **Tank** means the rainwater tank manufactured by the Manufacturer and purchased by the Purchaser being the subject matter of this Warranty
- f. **Warranty** means this written Warranty.

**6. Governing Law** – This Warranty will be governed by the laws of the jurisdiction in which the Tank is supplied to the purchaser.

*This version correct as at October 2010, and may be amended at any time without notice.*