

# TANK WARRANTY

## RAINWATER AND LIQUID STORAGE TANKS



**RapidPlas has been manufacturing quality polyethylene products for over 30 years and has a reputation for product support. In the unlikely event that a tank fails to meet our high standards, in addition to any statutory warranty referred to below, RapidPlas offers this additional warranty to both its industrial customers and consumer customers.**

**If you are a consumer as defined by the Australian Consumer Law, you will also have statutory warranties as described in the paragraph below.**

*Statutory warranty: 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 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.*

**ADDITIONAL WARRANTY: RapidPlas offers an additional warranty as set out below to the original purchaser to repair or replace the tank against faulty materials or workmanship subject to the terms and conditions of this additional warranty.**

### HOW TO QUALIFY FOR THIS ADDITIONAL WARRANTY

The validity of this additional warranty is conditional on the Purchaser fulfilling the following obligations:

- You produce on demand the original proof of purchase receipt.
- The Tank must be installed in full compliance with the installation instructions provided by RapidPlas.
- The warranty is guaranteed to the original purchaser only and is not binding on any heirs or successors in title thereof.
- The manufacturer will not be liable for any consequential losses including loss of profits or damage to property.
- The warranty does not apply to the colour which may fade or change over time.

PLEASE NOTE: The tank must have a length of flexible hose, minimum length of 300mm connected to the Ball Valve.

### HOW TO MAKE A CLAIM UNDER THIS ADDITIONAL WARRANTY

If you are entitled to make a claim under this additional warranty you must notify us (subject to clause 9c) of our Terms and Conditions of Trade referred to below) within 21 days after the suspected defect has appeared and submit a written claim form which can be obtained online at [www.rapidplas.com.au](http://www.rapidplas.com.au) (downloads) or by contacting RapidPlas. You will need to supply all the requested information, including photographic evidence, to enable RapidPlas to process your claim. You will bear the expense of making a claim under this additional warranty. RapidPlas will assess the claim and advise you of the next step within a reasonable timeframe.

### ADDITIONAL TERMS

Approved additional warranty claims may also require you to do the following (as applicable at the discretion of RapidPlas) at your expense prior to any repair or replacement:

- a. Facilitate a site inspection by RapidPlas or our agents if deemed necessary by RapidPlas.
- b. Provide clear access to the tank site including moving the tank to ground level if it has been placed on a stand.
- c. In remote or inaccessible areas (for example, a tank situated on an island), you will return the tank to an agent of RapidPlas in a more accessible location.
- d. Disconnection of the tank and the removal of the contents of the tank (including the flushing of the tank where it has been used to store anything other than potable water).

RapidPlas will, at our own expense, replace a defective tank if the defect appeared within the first year of the additional warranty period. RapidPlas will contribute to the repair or the replacement of a tank (at its sole discretion) on a Pro-Rata cost basis within the balance of the additional warranty period. If replaced, the defective tank will be removed at the same time as the replacement is delivered. We will pay the cost of transporting the repair or replacement to and from the site (b. or c. described above) but not any additional costs such as crane hire, earth works or landscaping, plumbing or electrical connections, or the replacement of the contents of the tank.

## ADDITIONAL WARRANTY EXCLUSIONS

All the exclusions and conditions of our Terms and Conditions of Trade as published online at [www.rapidplas.com.au](http://www.rapidplas.com.au) (downloads), especially Clause 9, apply to this additional warranty unless altered by this additional warranty.

This additional warranty is rendered void by any of the following:

1. The installation of the tank is deemed by us to be contrary to the installation instructions.
2. You do not comply with our requests for the information and evidence to assess your additional warranty claim, or the prepayment of your portion of the Pro-Rata expenses.
3. The tank serial number has been altered or defaced.
4. The defect or damage to the tank or any other item is caused after the delivery of the tank by any means including, but not limited to, the tank not being properly secured by you to prevent it being blown or washed away.
5. Alterations made without the written approval by RapidPlas. i.e: Painting, Epoxy coatings ect.
6. Any accident, contamination, tampering, wilful damage, improper storage, improper use (including but not limited to the carting of liquids) or negligent act of, or omission by, any person other than RapidPlas.
7. The improper installation of the Tank, improper installation of fittings, deterioration of the base on which it rests, or below ground level installation of the Tank.
8. The use of the Tank for any other purpose than the storage of liquids not exceeding 40°C or the rated specific gravity at ambient temperatures in one fixed position.
9. Any damage to the Tank caused by storm, act of God, washaway, landslide, hail, lightning, or any other natural phenomenon, vermin or other pests, tree roots or branches, and any undermining of the base of the Tank through any cause whatsoever.
10. The repositioning of the Tank from its original installation.

This additional warranty does not cover:

1. Weathering, discolouration, fading, staining or gradual degradation of the Tank over time due to climatic or environmental conditions.
2. Fittings and accessories supplied with the tank. Please contact the manufacturer of the fittings and accessories for details of any warranties of the manufacturer that may exist over and above any statutory warranties.

## ADDITIONAL WARRANTY PERIODS

Rainwater tanks used for the storage of potable water have a 10 year Pro-Rata additional warranty period. Above ground liquid storage tanks for liquids other than potable water have a 5 year Pro-Rata additional warranty period. The additional warranty period commences on the Purchase Date.

After the first year of the additional warranty period, the remaining term will be on a pro-rata cost basis where the liability of Rapid Plas will be reduced according to the age of the tank. This is calculated by the following formula:

Rapid Plas additional warranty obligation (maximum cost in dollars)

Where PP = the original purchase price of the tank

RT = the remaining term in years

WP = the additional warranty period applicable to the tank

Further explanations and examples of Pro-Rata calculations can be found online at [www.rapidplas.com.au](http://www.rapidplas.com.au) (downloads).

**DEFINITIONS** - The following words have the following meanings in this warranty:

- a. **“RapidPlas, us, we, our”** means RapidPlas Pty Limited (ACN 109 135 908) its successors, assigns, employees, servants and agents.
- b. **“Purchase Date”** means the date upon which the tank was purchased by the original purchaser
- c. **“Purchaser, you”** means the original purchaser of the tank
- d. **“Pro-Rata”** means that our obligations under this additional warranty are proportional to the remaining term of the additional warranty in relation to the whole additional warranty period.
- e. **“Tank”** means the rainwater tank manufactured by RapidPlas and purchased by the Purchaser being

RapidPlas Pty Ltd

29 Logistic Ave, Westdale NSW 2340

customersupport@rapidplas.com.au

FREE CALL 1800 816 299

[rapidplas.com.au](http://rapidplas.com.au)

