

ROUND RAINWATER TANKS

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.

1. Terms of Warranty

1.1 Subject to clauses 2, 3, and 4, the manufacturer warrants to the original purchaser that **Polyethylene Water Tanks** will be free from material defects caused during the manufacture process for a period of 15 years.

1.2 Subject to clauses 2, 3, and 4, the manufacturer warrants to the original purchaser that **Aquaplate and Galvanized Water Tanks** will be free from manufacturer's defects for a period of 10 years from the Purchase Date.

1.3 Subject to clauses 2, 3, and 4, the manufacturer warrants to the original purchaser that **Aquaplate Water Tanks** will be free from material defects for a period of 10 years from the Purchase Date, provided the tank is located more than 1000m from the coastline. Galvanized Water Tanks do not carry any warranty against material defects.

2. Non-Excludable Warranties.

2.1 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. Exclusion 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 by;

- a) Any accident, contamination, tampering, willful damage, improper storage, improper use (including but without limitation the caring 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 that 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 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 that Tank due to extreme climate 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, accidental damages, consequential losses, loss of water, loss of profit or any like claims whatsoever arising from any use of, or incidental 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/manufacture.

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

- a) Repairing the Tank; or
- b) Provision of a replacement tank to the original delivery address to which Orion Australia Pty Ltd delivered the tank; or
- c) Reimbursing the Purchaser on a pro-rata basis a sum equal to the Purchaser's price, less 10% of the Purchase Price for each year since the Purchase Date.

The responsibility and charges for other works relating to replacement of tanks is the responsibility of the Purchaser, and is not covered within the scope of the Warranty Terms and Conditions.

4. Proof of Purchase – The original invoice for the Tank must be provided by the Purchaser when making a claim under this Warranty. To initiate a claim please contact Orion Australia Pty Ltd by post, phone, fax, or email, providing the original invoice and details of the issue for which the claim is being made.

5. Purchase Returns – Return of goods for refund or replacement not under warranty conditions will be solely at the discretion of the Manufacturer, and no liability to accept Purchase Returns not under warranty conditions is expressed or implied. Refunds may be subject to re-stocking charges, etc.

6. Definitions – For the purpose of this Warranty the following definitional apply:

a) Manufacturer means Orion Products.

b) Purchase Date means the date upon which the Tank was purchased by the original purchaser.

c) Purchase Price means the actual price paid for the Tank 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.

7. Governing Law – This warranty will be governed by the laws of the jurisdiction in which the Tank is supplied to the Purchaser.