



WARRANTY CONDITIONS

CLARK TANKS WATER TANKS

AUSTRALIAN WATER SYSTEMS PTY LTD trading as CLARK TANKS ("the Manufacturer") guarantees to replace or repair (at its sole discretion), any defect or fault in:

- (1) round tanks for a period of 25 years;
- (2) the Watervault™ underground water tank for a period of twelve (12) years; or
- (3) Slimtech™ and slimline tanks for a period of 10 years, (each of which is to be referred to as "the Tank")

from the original date of purchase, where such defects are due to the manufacturing process, subject to the following conditions:

1. Proof of purchase must be supplied.
2. The Manufacturer warrants the Tank will perform the function for which it is designed, namely the storage of potable water at temperatures not exceeding 40° Celsius. Accordingly, this warranty is null and void if:
 - 2.1 The Tank is used for the purpose of storing goods other than potable water at temperatures exceeding 40° Celsius without first obtaining written approval from the Manufacturer. (Clark water tanks are not designed to transport water. Clark cartage tanks should be used for transporting water.)
 - 2.2 Any contamination or leakage is caused or induced by the purchaser.
 - 2.3 The Tank is relocated, unless the relocation occurs with the prior written consent of the Manufacturer.
 - 2.4 The Tank is not maintained in accordance with the Manufacturer's directions, which are available from its website, www.clarktanks.com.au.
 - 2.5 Damage to the Tank 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), or wind (where not securely anchored or weighted down by water immediately on delivery as per the Manufacturer's Recommended Site Installation Sheet).
 - 2.6 The serial number or identification marked on the Tank by the Manufacturer is removed or altered by the purchaser.
 - 2.7 Any damage is the result of inadequate or incorrect site preparation.
 - 2.8 In the case of watervault tanks:
 - (a) the Tank is subject to excessive trafficable loads and/or is not maintained by the purchaser or is subjected to unauthorised modifications.
 - 2.9 In relation to round, slimline and slimtech tanks:
 - (a) The Tank is not installed using the Manufacturer's Recommended Site Installation Sheet. These are supplied when the Tank is delivered or may be downloaded from the website www.clarktanks.com.au.
 - (b) In relation to all polyethylene tanks, they are fitted without 12" of flexible rubber hose in line as close to the outlet as possible.

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- (c) The Tank is placed on an unsound base or the base erodes and/or is not maintained by the purchaser or is subjected to unauthorised modifications.
3. The warranty is granted to the original purchaser only and is not transferable.
 4. The warranty period of ten (10), twelve (12) or twenty five (25) years commences from date of purchase.
 5. The amount of warranty payable by the Manufacturer is calculated on a pro-rata percentage basis, calculated by multiplying the original purchase price of the Tank by the number of years left in the warranty period and dividing by the total warranty period. That is:

$$A \times \frac{B}{C} = \$ \text{ Amount Payable};$$

Where: A = original purchase price of Tank;
B = number of years left in warranty period; and
C = total warranty period for the Tank.
 6. The warranty does not apply to the colour or appearance of the Tank, which may alter.
 7. The Manufacturer will not be liable for any damage or loss caused in the course of shipping.
 8. The Manufacturer is not responsible for any freight or delivery charges to return the Tank to the Manufacturer's premises, which cost shall be incurred at the purchaser's expense.
 9. Any payment under this warranty is limited to the cost of repairing or replacing the Tank (at the Manufacturer's discretion) and not for damage, or loss resulting from or caused by any fault in the Tank.
 10. The Manufacturer is NOT responsible for any losses including liquid replacement, cartage of liquid, loss of income or profits for any damage or loss sustained through the escape of liquid, including (to the extent permitted) any loss sustained by third parties.
 11. This warranty applies to the Tank only and not to any fittings, parts or accessories which are supplied with it.
 12. The Manufacturer must be notified within seven (7) days of any fault or defect occurring and the Manufacturer must be given the opportunity to inspect the Tank within 28 days of such occurrence.
 13. Apart from this warranty and any warranties implied by the Trade Practices Act 1974 or the Sale of Goods Act (Qld), any other warranties are hereby excluded to the extent permitted by law.

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