

WARRANTY CONDITIONS FOR DURAPLAS POLYETHYLENE PRODUCTS

1) DURAPLAS INDUSTRIES PTY. LIMITED And Williams Bros Service Pty Ltd (t/a TheTankFactory.com.au, Duraplas Tweed Tanks, Duraplas Coffs Coast, Duraplas Midcoast) (herein referred to as "The Company") guarantees that its tanks are free from defects caused by faulty manufacture.

2) The company also warrants that the Polyethylene "New Generation Cylindrical" & "Slimline Urban" Tank ranges will perform the function for which it is designed, namely holding potable water at ambient rainwater temperatures for a period of **20 years from the date of purchase (10 + 10 year warranty – see details below)**, subject to the conditions herein as specified. **Septic** Range of products are warranted for a period of **7 years** from the date of purchase.

Industrial, Commercial, Truck Tanks™, Underground, Aquaculture, Chemical, Diesel, Adblue, Smartbund™, Molasses Tanks, Troughs, Planters and Agricultural (AG), Plunge Pool Ranges of products are warranted for a period of **5 years** from the date of purchase. **Duraplas boats are warranted for a period of 4 years** from the date of purchase. Duraplas warrants any **poly welded fittings** for a period of **12 months** from the date of welding.

Should any Duraplas poly product fail to perform the function for which it was designed within the specified period of time, the company shall, at its discretion, either.

- a) Repair or Replace the above ground Water tank within the initial 10-year period; for Final 10-year period Repair or Replace the water tank, calculating the cost on a Pro-Rata basis. (eg: Year 12 – 40% residual, year 16 – 20% residual)
 - b) Repair or Replace other product, within specified warranty period nominated for that product
- 3) The original invoice must be kept as proof of purchase to validate the warranty. The warranty is not transferable.
- 4) This warranty shall be null and void if:
- a) The tank or product is used for the purpose of storing goods other than potable water without first obtaining the written approval of the company.
 - b) The tank or product is not installed, maintained (see www.duraplas.com.au) or used in accordance with the company's installation procedures.
 - c) The tank or product has been subjected to abuse, misuse or any form of willful or accidental damage; or
 - d) Damage is caused by means other than manufacturing defect or by means otherwise outside the control of Duraplas, including natural disasters such as earthquakes, landslides & ozone depletion.
- 5) The warranty is void where any person has walked on or applied any load to the top of the tank. (excluding underground tanks installed in accordance with specifications)
- 6) The Purchaser is responsible to secure the product, once delivered to the site. Duraplas accepts no responsibility for any damage caused by an unsecured product.
- 7) Weathering and or degradation of the product over long periods of time (due to climatic conditions) and the effects thereof as expected by current industry standards is not covered by this warranty.
- 8) The purchaser has made their own enquiries as to the fitness of the product for the purpose to which it is to be put and acknowledges that Duraplas makes no representations regarding fitness for a particular purpose or situation, but only the specifications of the product sold. This warranty does not apply where the purchaser installs or uses a tank or product for a purpose or in a situation for which it was not fit.
- 9) Where any provisions of this warranty are inconsistent with the provisions of any statute, rule or regulation under the common law, that proviso shall be treated as excised only to the extent of the inconsistency and leaving in so far as possible the balance of the provisions of this Warranty unaffected.
- 10) "This Warranty does not apply to any fault or defect specifically brought to the attention of the customer to purchase" and then go on to specify in writing the nature of the defect.
- 11) All conditions, warranties, obligations and liabilities of any kind (other than the warranty expressly agreed to by the company and outlined above) which are or may be imposed or implied to the contrary by any statute, rule or regulation, or under the common law and whether arising from the negligence of the company, its servants or otherwise are hereby excluded except to the extent that the company may be prevented from doing so by any statute, rule or regulation under the common law.
- 12) DURAPLAS INDUSTRIES PTY. LIMITED And Williams Bros Service Pty Ltd (t/a TheTankFactory.com.au, Duraplas Tweed Tank, Duraplas Coffs Coast, Duraplas Midcoast) retains the ownership of all goods sold until full payment has been made by the purchaser

SITE PREPARATION AND MAINTENANCE FOR ABOVE GROUND DURAPLAS POLYETHYLENE TANKS

(FOR RAINWATER UNDERGROUND, PLUNGE POOL AND SEPTIC PRODUCTS, SEE PROVIDED SPECIFIC INSTALLATION GUIDES)

1. Ensure the location of the tank is LEVEL STABLE GROUND which has UNIFORM COMPACTION (free of soft spots). Do not locate a Duraplas water tank close to retaining walls or embankments without first consulting a professional engineer to ensure ground is capable of supporting the weight of the full tank.
2. Ensure the surface of the site is free from sharp objects or stones.
3. Spread a layer (approx. 75-100mm) of METAL DUST (3mm) (bedding sand can be used but is prone to erosion) compacted evenly over the level ground. Place the tank directly on top of this material, the tank pad needs to be larger than the base of the tank. Alternatively, your Duraplas tank can be sited on a reinforced concrete slab which must be 25mpa (approx. 75-100mm thick with F72 mesh) this level, flat and larger than the base of the tank (consult a professional engineer for slab details)
4. Ensure the METAL DUST is contained under the tank at all times and cannot be washed away. This can be achieved by diverting all the runoff water away from the site and retaining the METAL DUST with some form of retaining structure e.g. (cement strip, rocks or sleepers etc.).
5. For stand applications, ensure the stand is designed to carry the weight of a full tank (consult an Engineer). Support slats on the stand should be no further than 30mm apart. For more details see www.duraplas.com.au
6. Ensure all plumbing from the outlet is well supported and cannot be knocked and a flexible coupling must be fitted otherwise the warranty may be voided. A flexible coupling is required directly after the tank outlet to ensure no strain is applied to the outlet and the walls.
7. Ensure all overflows are fitted correctly and plumbed away from the tank site to help reduce the possibility of site erosion. See www.duraplas.com.au
8. Polyethylene tanks will expand when filled. Allowance for this expansion is required when all plumbing work is carried out. Your polyethylene tank requires maintenance checks for any site erosion and to clean leaves etc. from the tank roof, inlet and overflow screens at regular intervals.

DURAPLAS INDUSTRIES PTY. LIMITED ACN 003 589 973; 9 Robb Street, Russellton Industrial Estate, Alstonville, 2477.

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- **IMPORTANT: I, the receiver, have read the Warranty Conditions, Installation and Maintenance procedures and will follow the above instructions**

Receiver Name: _____

Signature: _____

Date: _____

