



# HORIZONTAL / UNDERGROUND WATER TANK 5 YEAR PRO-RATA TRANSFERABLE OWNER WARRANTY

Congratulations on your purchase of an Aqua Tank product. You can look forward to many years of untroubled service providing your tank is installed and maintained correctly in accordance with the written instructions and conditions supplied with your tank.

## **1. Warranty:**

Galloway International Ltd (herein referred to as "the Company"), manufacturers of Aqua Tank products, hereby warranty the tank purchased by the owner for a full 5 (five) years pro-rata from the date of purchase against any defect in material or workmanship (refer warranty conditions). This warranty is to the first (original) purchaser only and the balance of any remaining warranty period may be transferable on written application to, and acceptance by, the Company.

## **2. Warranty Conditions:**

- 2.1 The Company guarantees that your tank is free from defects caused by faulty manufacture.
- 2.2 The Company warrants that your tank will perform the function for which it is designed, namely, to hold potable water for a period not less than 5 (five) years from the date of the original purchase subject to full compliance with installation and maintenance requirements.
- 2.3 Where the tank fails to perform its function because of faulty manufacture within the first year (12 months) of this warranty period the Company shall at its discretion either:
  - a) Repair the tank at no cost of that repair to the customer or
  - b) Replace the faulty product with new on the same basis as the original sale i.e., delivery to the property with balance of original product warranty.
  - c) Where the tank is older than 1 (one) year but less than 5 (five) years, the company will replace the tank on a pro-rata portion basis.
  - d) Pro-rata means that the obligation reduces in line with the time remaining under the warranty coverage. The formula yields a pro-rata credit value which shall be applied to be used as credit towards repair and/or replacement of the product at the company's option.  
*(Formula: AQ Current Retail Price x Months of Unexpired Warranty divided by Total Warranty Months = Pro-Rata Credit Value)*
- 2.4 Notwithstanding any obligatory requirement under the Consumer Guarantees Act, the Company will not be responsible for any damage done during installation, base material erosion, sharp objects, livestock, acts of God, seismic, or other extreme weather conditions, or any other costs incurred in repairing the tank or getting a replacement onto the tank site, namely replacing plumbing, contents of the tank (water), flora, landscaping, fences, paths, other items, buildings, structures, or equipment, removal and/or disposal of damaged tank.
- 2.5 Incorrect installation, mishandling and misuse of the product at the time of purchase will prevent a purchaser from making any claim under this warranty.
- 2.6 To validate your warranty claim, the Company must be in receipt of the Warranty registration form supplied with your tank upon purchased.

## **3. Warranty Claims:**

In the event of a claim being lodged you will be required to provide specific information in full as will be outlined on an Aqua Tank Investigation Form, including:

- a) Proof of purchase or proof of agreed ownership transfer registration
- b) Serial number and model number of tank
- c) Proof of compliance with all installation requirements and instructions.
- d) Specific photographic evidence as will be requested on investigation form.
- e) In all cases the faulty product and site must be available for inspection if required by the Company, without any further damage, unintentional or not, being administered to the product, site, or plumbing. Damage administered to the product after a claim completion may be deemed in breach of warranty or charged to the customer.
- f) The Company reserves the right to be sole arbitrator in relation to all warranty claims.