



ENVIROTANK

LIMITED WARRANTY

ENVIROTANK UNDERGROUND WATER STORAGE TANKS

This warranty is provided by the seller of the underground water storage tank(s) (**Tank**) (either Envirotank Pty Ltd or Maskell Productions Limited as appropriate) (**Envirotank**) to the original purchaser (**Owner**).

Envirotank warrants that the Tank will, if installed, used and maintained in accordance with its written instructions, any supplemental instructions, applicable laws, and as set out below:

1. Meet its published specifications and will be free from defects in materials and workmanship for a period of 1 year from the date of delivery by Envirotank to the Owner;
2. Not leak by reason of structural failure (breakage or collapse) for a period of 20 years from the date of delivery by Envirotank to the Owner, provided installation of the Tank(s) is in Australia or New Zealand and is performed and validated by a certified contractor trained by Envirotank;
3. Not fail by reason of external corrosion for a period of 20 years from the date of delivery by Envirotank to Owner;
4. Not fail by reason of internal corrosion for a period of 20 years from the date of delivery by Envirotank to the Owner, provided the Tank is used solely used for water storage:

Important:

1. This warranty is only applicable and effective where:
 - a. Envirotank has received payment in full for the Tank. Envirotank is not obliged to honour the terms of this warranty in the absence of such payment;
 - b. The Tank has been installed in accordance with our installation instructions by a qualified installer trained by Envirotank and the complete tank installation is in accordance with our installation instructions, all relevant directions, instructions and applicable laws;
 - c. The Tank installation checklist supplied by Envirotank has been properly completed and retained by the owner, and presented to Envirotank at the time of making any claim under this warranty;
 - d. Envirotank has been provided with an opportunity by the Owner to inspect the Tank prior to removal of any backfill surrounding the Tank, removal of the Tank from the ground, or removal of any factory installed appurtenance; and
 - e. If the Tank is removed from an installation, moved to a new location and intended for active service at the new location, the Tank has been recertified by Envirotank or its nominated agent.
2. The terms of this warranty do not extend to cover:
 - a. Any installed product, component, or parts manufactured by others;
 - b. Any consumable parts, including but not limited to bolts, manway covers, gaskets and or o-rings;
 - c. Any failures or damage caused by acts of God, misuse, improper installation, storage of fluids other than what is set out above, improper or inadequate maintenance, or operation in excess of rated capacity;
 - d. Any other failure or damage that is not caused by Envirotank.
3. Third party repairs or modifications of any kind void this warranty.
4. Envirotank's liability under this warranty is limited to, and at its election:
 - a. Repair of any defect in the Tank;
 - b. Delivery of a replacement Tank to the point of original delivery; or
 - c. Refund of the original purchase price of the affected Tank;and in any case shall not exceed the amount of the original purchase price paid for the affected Tank.
5. To the maximum extent permitted by law, the remedies set out in paragraph 4 above are the only remedies available to a person or entity for breach of contract or any other obligation said to be owed by Envirotank with respect to the Tank, and Envirotank is not liable to any party for any labour, installation costs, indirect or consequential loss or damage, or any other loss and damage however arising or alleged.
6. Other than as set out in the terms of this warranty, Envirotank makes no express or implied warranty or representation as to the merchantability or fitness for purpose of the Tank.

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