

Maxiplas

Product Warranty

Lokan Nominees Pty Ltd as trustee for APR Trust trading as Maxiplas
(A.B.N. 75 858 453 725)

Terms and conditions for warranty concerns after 29/11/2023

The *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law) guarantees certain conditions, warranties and undertakings and gives a consumer (as that is defined in the Australian Consumer Law, hereinafter referred to in this warranty as the “Consumer”) other legal rights in relation to the quality and fitness for purpose of goods sold in Australia. Nothing in this warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law that cannot be modified or excluded (“**Non Excludable Statutory Rights**”). The rights given by this warranty are in addition to any Non Excludable Statutory Rights.

STATUTORY NOTICE TO CONSUMERS

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods.

OUR WARRANTY

We stand behind the quality and durability of our products. As such, in addition to your rights under the Australian Consumer Law, and subject to and in accordance with the terms and conditions listed below, we warrant to repair or replace our products (at our sole discretion) for any defect or fault in the following products purchased and installed within South Australia, where such defect or fault is caused by our manufacturing process:

- An Maxiplas-made above ground water tank; or
- An Maxiplas-made above ground tank storing liquid other than potable water,(each a “**Warranty Product**”).

DURATION OF WARRANTY

This warranty applies for the maximum period of:

- 10 years for an Maxiplas-made above ground water tank; or
- 5 years for an Maxiplas-made above ground tank storing liquid other than potable water,(each the applicable “**Warranty Period**”).

Any defect in a Warranty Product must be identified within the Warranty Period for you to be entitled to claim under this warranty.

If you need to make a claim under this warranty, you must notify us within 7 days from the fault occurring. If your claim is lodged outside this 7-day period, we reserve the right to reject your claim.

Maxiplas

Product Warranty

YOUR REMEDY UNDER THIS WARRANTY

If your claim is permitted, your remedy under this warranty is either (at our sole option):

- The replacement of the defective portion of the Warranty Product with new product of ours that is the same or as similar as possible to the defective product; or
- The repair of the defective portion of the Warranty Product.

Any replacement of product under this warranty will be as close in colour, design and quality to the original installation as reasonably possible, but we do not guarantee an exact match as colours and designs may change over time. You agree that we may use different fasteners to those existing provided that the new fasteners are adequate for reinstallation.

WHO CAN CLAIM UNDER THIS WARRANTY?

This warranty is not transferable or assignable except to an immediate successor-in-title of an owner-occupied residential site on which a Warranty Product was installed.

The following people are entitled to claim under this warranty:

- The original purchaser of the Warranty Product, on provision of proof of purchase in the form of a receipt or purchase order and a copy of the applicable warranty document; and
- The owner of an owner-occupied residential site on which the Warranty Product was installed, on provision of satisfactory proof of purchase relating to the original purchaser's purchase of the Warranty Product and a copy of the applicable warranty document.

CONDITIONS OF WARRANTY

This warranty applies to the structure of the Warranty Product and does not include the strainer, outlet, valve and overflow as those components are manufactured separately and are subject to the manufacturer's warranty. This warranty also does not cover the tank colour, as that may change or fade over time and as a result of exposure, wear and tear.

The tanks are designed to store normal ambient-temperature water. Higher-temperature water must be cooled before entering the tank. This warranty will not apply if, in our sole opinion, water stored has not been cooled sufficiently.

It is your responsibility to adhere to all relevant installation instructions supplied by us at time of the sale and available on our website.

Flexible pipe must be used if connected to other pipework, pressure pump or interconnecting to another tank. PVC or metal pipe is not flexible and poly pipe in short lengths is also rigid. We recommend and stock flexible suction hose with elbows and suitable connectors to absorb both vertical and horizontal movement in a range of lengths and diameters. Failure to fit a flexible hose can place undue stress on the tank wall and may void the warranty (in our sole discretion).

This warranty will not apply in respect of any damage or defect caused by, arising from or in any way attributable to any one or more of the following:

Maxiplas

Product Warranty

- Improper installation of the Warranty Product and/or failure to abide by our written instructions or any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping;
- Installation of the Warranty Product upon a base that is not to a suitable standard;
- Failure to plumb away any overflow from the tank resulting in the base being undermined;
- Use of the Warranty Product beyond normal use or in an application not recommended or permitted by our written instructions or applicable laws or building codes;
- Movement, distortion, collapse or settling of the ground or the supporting structure on which the Warranty Product is installed;
- Defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair;
- Any extreme weather event or conditions, including but not limited to heavy rain, flooding, storm, wind, earthquake, lightning or hail;
- Discolouration, fading, spotting or staining from or caused, in whole or in part, by mould, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease, oil or chemicals (including but not limited to those found in cleaners);
- Damage resulting from fire or exposure to heat sources such as cooking devices or reflective surfaces;
- The application of paints, stains, surface treatments or other chemical substances, including but not limited to cleaners or pesticides;
- Fading, flaking or other deterioration of any paints, stains or other coatings placed on the Warranty Product;
- Splits or cracks in the vicinity of fasteners;
- Small bubbles or blemishes on a product surface, or colour, fade or texture variation;
- Climate change, environmental conditions or any related cause beyond our reasonable control;
- Any modifications made to the Warranty Product, whether before or after installation;
- Improper handling, maintenance, storage, abuse or neglect of the Warranty Product;
- Misuse or abnormal use of the Warranty Product;
- Failure of proper and timely maintenance or repair of the Warranty Product;
- Ordinary wear and tear or normal weathering;
- Impact from objects or damage caused by heavy loads; or
- Any fasteners not supplied or approved in writing by us.

Maxiplas

Product Warranty

This warranty also does not apply to the following types of products:

- Products that have a defect where the defect was disclosed to you prior to purchase;
- Any product where the defect was reasonably identifiable on physical examination of the product and you examined the product prior to purchase;
- Products that are re-sold by a re-seller that is not authorised by us; and
- Any second-hand purchases of product.

You must give us unrestricted access to the site to undertake any repair work. Any repair work carried out by our staff or our sub-contractors must be in a safe area, free from obstructions and at ground level. The tank must be empty or the water level below the damaged area for a successful repair. You will be responsible for this and also any landscaping, plumbing or electrical works needed to complete the job or remediate the area. You will also be responsible for obtaining any lifting equipment or additional labour needed to repair or replace the tank.

We will not be liable for any damage or loss on the tank once it leaves our premises if collected from our premises by you or any other person you nominate (including any third-party carrier).

This warranty applies to any Warranty Product replaced or repaired in accordance with the provisions of this warranty for the balance of the original Warranty Period or 3 months from date of replacement or completion of repair work, whichever is the longest.

WHAT YOU MUST DO IF YOU IDENTIFY A DEFECT

As soon as possible after a defect appears, you must cordon off the affected area or otherwise isolate the affected Warranty Product, at your own expense.

Once we receive your warranty claim, we may advise you as to temporary measures to take or repairs to make, at your own expense. If we request, you must allow us to enter the site on which the Warranty Product has been installed to inspect the Warranty Product, and to undertake such repairs or take such other actions as we deem necessary or desirable, at our own expense.

Your failure to comply with the requirements in this section may result in us denying your claim or limiting your claim, in our absolute discretion. We will not be liable for any loss, damage or injury caused as a result of your failure to abide by this section.

CLAIM PROCESS

To make a warranty claim, you must send or deliver the following documents to us by email:

- A copy of this warranty document;
- A copy of the original proof of purchase for the Warranty Product; and
- Photos of the alleged defect in the Warranty Product.

Our email address for all warranty claims is sales@maxiplas.com. Once we have been provided with those materials, we will issue you with a claim form.

Maxiplas

Product Warranty

We may request the opportunity to inspect the Warranty Product before any claim is processed and other relevant materials before proceeding with your claim. If we require you to provide such materials to us, you must do so promptly and at your own expense. These requests will be made within 7 working days from notification of the defect.

COSTS OF WARRANTY CLAIM

You will be responsible for any costs associated with making a claim under this warranty, unless otherwise agreed in writing between us. You must also bear the cost of any removal or disposal of defective products under this warranty.

EXCLUSIONS AND LIMITATION OF WARRANTY

We will not be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special or other damages arising from or in connection with a product defect under this warranty, including but not limited to damage to, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, except to the extent that a claim is permitted under the Australian Consumer Law.

QUESTIONS OR CONCERNS?

If you have any questions or concerns about this warranty or wish to know whether it applies to your product, please contact us using the following contact details:

Telephone number: (08) 8359 4950

Email address: sales@maxiplas.com

Premises address: 29 - 33 Woomera Avenue, Edinburgh SA 5111

Postal Address: PO Box 57, Salisbury SA 5108