

WARRANTY

V1.0 May 2021

WARRANTY GENERAL TERMS

This warranty applies to FenceTank™ supplied by Stormwater Systems Ltd when used in accordance with all Stormwater Systems Ltd requirements.

This warranty is to be read in conjunction with all relevant and applicable technical documentation supplied or referenced by Stormwater Systems Ltd.

Date warranty valid: 10 years from proven date of purchase or dispatch from Stormwater Systems Ltd whichever is the earlier.

All enquiries relating to this warranty must (in the first instance) be directed to the place of purchase, the supplier or the installer.

Stormwater Systems Ltd warrants that:

At the time of delivery to the merchant or site (where applicable) the FenceTank™ will:

- › be free from freight-related defects
- › be free from defects that may have arisen through defective factory workmanship or materials
- › conform to the performance characteristics listed in the pass™ ('warranted condition').

In the event a breach of the warranty is proven, the following applies:

- › Stormwater Systems Ltd will, at its discretion, supply replacement FenceTank™ without charge or refund the value of the product.
- › Other losses or damage caused by a breach of the warranty or a failure of the product for any other reason are not covered.
- › Stormwater Systems Ltd's obligations under this warranty are limited to the replacement of defective FenceTank™ or the value of the FenceTank™. The value of the materials will be reduced pro-rata, based on the remaining life of the product (as set by the relevant durability requirements of the NZ Building Code).

- › Stormwater Systems Ltd reserves the right to supply other comparable materials should the warranted materials no longer be supplied by Stormwater Systems Ltd.

This warranty is subject to the following:

- › Receipt of date of purchase of the product.
- › Evidence of failure.
- › Receipt of a written claim from the claimant either within 30 days of when the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
- › The claim must include full details of the alleged defect.
- › Evidence satisfactory to Stormwater Systems Ltd that all maintenance requirements have been carried out.
- › The warranty does not cover failure or problems caused by defective use; failure relating to improper design of the project structure; structural failure; settlement; movement of materials to which the product is attached or dependent on; acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions; inadequate maintenance; growth of mould, mildew, fungi, bacteria or any organism on any product; or acts or omissions of a third party over whom Stormwater Systems Ltd has no control.
- › The warranty does not cover failure arising from the failure to follow all of Stormwater Systems Ltd advice.
- › Normal wear and tear are excluded from this warranty.

All relevant information is available from Stormwater Systems Ltd (refer to www.fencetank.co.nz).

Note: all FenceTank™ technical information is uncontrolled in printed format, so in all instances refer only to the documentation on the website.