

Aquacomb warranty

Terms of this warranty

1. Stormwater Systems Ltd NZBN 9429045960864 (in this warranty referred to as "SWS Ltd") trading as Watersmart, warrants that, the Aquacomb Tanks are free from material defect or fault caused by poor manufacturing workmanship:

- (a) For 15 years from Installation Completion
- (b) Proof of 'Installation Completion' is the system pressure testing report, signed and provided by the installing plumber, drain layer or builder.

2. The customer ("you") will only be entitled to make a claim under this warranty if the defect or fault first appears, and SWS Ltd is informed, of the claim within fourteen (14) days of the existence of any defect or fault becoming apparent.

Who this warranty benefits

1. This warranty is provided to the original purchaser, or if that purchaser is a building, plumbing or drainage company, to the first home owner.
2. When/If the property subsequently changes hands, the warranty will carry over to the new owner when they notify Aquacomb of new ownership, provided this is done within 30 days of change of ownership.
3. Aquacomb has the right to reject the request for transfer of warranty subject to inspection.

Maximum Liability of SWS Ltd

1. Subject to the terms of this warranty, SWS Ltd will, at its sole discretion, either repair or replace any Aquacomb Pod water tank that is proven to have a manufacturing fault.
2. Replacement may include an alternative water tank solution on site.

When this warranty does not apply

This warranty has no application in any of the following circumstances:

1. The water tank is damaged during construction (after initial installation has been completed) including unforeseen floor penetrations by any other parties or while work is carried out on the home by any person other than an Aquacomb Approved Installer, including, but not limited to, maintenance of the water storage system.
2. The water tank is not installed or maintained in accordance with the Aquacomb® Installation Manual which is available at our website: www.watersmartco.nz.
3. The tank has not been installed with prescribed upstream filtration devices such as Gutter guard OR Leaf diverters AND Silt Trap.
4. The defect or fault is caused by:
 - (a) An act of god, an act of war, storm, fire, hail, or other natural event or force of nature;
 - (b) Reasonable weathering/degradation over time;
 - (c) Negligence (other than by SWS Ltd), abuse, willful damage or other deliberate act;
 - (d) The result of inadequate or incorrect site preparation in regards to any structural survey of soil composition or civil engineering report detailing any additional requirements as to the installation of the tank;
 - (e) Using your water tank other than for its manufactured purpose, or subjected to unauthorized modifications; under license from By Stormwater Systems Ltd

- (f) The water tank being subjected to excessive trafficable loads;
- (g) The storage of water at temperatures in excess of 40° Celsius;
- (h) The pipe work which is connected to your water tank is not adequately supported putting undue pressure on fittings;
- (i) The overflow capacity of your water tank being less than the inflow, causing excessive hydraulic pressure;
- (j) The installation of fittings which are not suitable for the water tank or that weaken its integral properties.

How to make a claim

1. To make a warranty claim under this warranty, you must:

- (a) Notify SWS Ltd in writing at the address shown at the end of this warranty (noting that updates to that address may be notified via the Aquacomb website www.watersmart.co.nz) within fourteen (14) days of the fault having been noticed.
- (b) Provide SWS Ltd with the opportunity to inspect the defective or faulty water tank within twenty eight (28) days (or sooner if reasonably requested by SWS Ltd) of such notification; and
- (c) Provide a copy of the 'Installation Completion' provided by your builder/ the purchaser of your water tank to SWS Ltd at the address shown at the end of this warranty;
- (d) The purchaser/ you, must bear all expenses of making a claim, whether valid or otherwise, under this warranty.

Limitations on claims

1. SWS Ltd is not responsible for any freight or delivery charges to or from SWS Ltd premises relating to the repair or alternative replacement of the tank as a result of a claim being made under this warranty, which cost shall be borne by the purchaser/warranty holder.
2. Any payment under this warranty is limited to the cost of repairing or replacing the tank (at SWS Ltd sole discretion) and does not extend to any indirect or consequential loss, claim, expense or damage resulting from or caused by any defect or fault in your water tank, including, but not limited to, the cost of liquid replacement, the cost of cartage of liquid, loss sustained through the escape of liquid, loss applicable to structural failure/s, differential movement and building settlement, loss of income, profits or goodwill or loss sustained by third parties.
3. This warranty does not apply to pumps or consumables. For warranties pertaining to pumps refer to the separate manufacturers pump warranty.

Additional rights

1. In addition to this warranty, certain legislation, including the New Zealand Consumer Guarantees Act, may give the purchaser's rights and remedies which cannot be excluded, restricted, or modified. This warranty must be read subject to that legislation and nothing in this warranty has the effect of excluding, restricting, or modifying those rights.
2. Apart from this warranty and any implied rights and remedies arising under legislation that cannot be excluded, restricted or modified, all guarantees, warranties or other implied terms (including terms implied by custom or usage) are hereby excluded to the extent permitted by law.
3. SWS Ltd retains the right to alter or change this warranty at any time.