

## Warranty Against Defects

### 1. TANK INSTALLATION INSTRUCTIONS

Congratulations on acquiring a top-quality GARANTIA tank. This is an important first step in saving our precious resource. We will deliver your tank but wish to advise on installation as this is critical to the correct use of the product we supply. Failure to adhere to these recommended instructions may void your warranty. Please refer to the specific "Installation Instructions" available on our website or contact the office to receive a copy.

#### 1.1. ASSISTANCE

We will gladly give advice regarding any assistance requirements call us on: **1300 131 971**.

#### GRAF AUSTRALIA PTY LTD AND ITS SUCCESSORS AND ASSIGNS ("GRAF") PROVIDES THE FOLLOWING LIMITED WARRANTY AGAINST DEFECTS TO:

### 2. TANK WARRANTY

Our aim is to provide quality and durable tanks manufactured under the GRAF Australia brand. Accordingly, the following is a guideline to our Terms and Conditions of Trade (POL-004) subject to your rights under the Competition and Consumer Act 2010 (CCA).

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

#### 2.1. WHAT THIS WARRANTY RELATES TO

This warranty relates to any manufacturing defect or fails within the warranty period (as evidenced by the date appearing on the original receipt or receipted delivery docket) and agreed by GRAF ("Defect").

#### 2.2. WHAT GRAF WILL DO TO HONOUR THE WARRANTY

##### 2.2.1. GRAF will:

- a) Repair, OR;
- b) Supply an equivalent tank, OR;
- c) Refund remaining pro-rata (partial) value.

**2.2.2.** Pro-rata is calculated by: (GRAF invoice amount X remaining warranty days) / total warranty days. Remaining warranty is calculated from the date when warranty commenced as evidenced by all required document.

**2.2.3.** Any works required to be completed in addition to fixing the Defect are the responsibility of the Buyer. Additional works include but are not limited to disassembling, reassembling, plumbing etc.

##### 2.2.4. Warranty is conditional upon the following:

- a) GRAF is not liable to the customer for any indirect or consequential losses including loss of profits, damage to property or act of nature beyond control.
- b) Warranty does not include plumbing, installation or fittings of the tanks.
- c) Tank has been used in Australia (or New Zealand/Islands) for the purpose for which it was designed.
- d) Buyer has notified the company of the commencement of the warranty at the time of purchase on the attached form (Warranty Activation Form) which accompanied the product – see clause 2.8.
- e) The original invoice/receipt must be retained.
- f) The guarantee is not transferable.
- g) The tank must be positioned as per written instructions.

- h) Damage or repair caused by fire, negligence or malicious treatment is specifically excluded from the guarantee.
- i) The guarantee applies to the structure of the tank only and does not apply to any fittings or other associated items manufactured by a third party and which was not supplied to the Buyer by GRAF. Such items are to be covered by their respective manufacturers' warranties.
- j) The guarantee does not apply to defects or faults which have been caused to the product after sale by the customer or a third party arising out of incorrect installation, abnormal or abusive use or treatment of the product, unsound foundation, unauthorized modifications, cross threading or overtightening of fittings.
- k) The guarantee will not apply to damage caused to water tanks by the storage of water at high temperatures or bore water which has not been cooled before storage. The water tanks are designed to store cool water (below 23 °C).
- l) The guarantee will not apply to damage caused to the tanks by the storage of chemicals other than what are approved by GRAF. Buyer must provide the technical specifications of the chemical and obtain written approval prior to storing any chemicals.
- m) Adequate preventative measures against wind/water erosion of the tank base must be taken as instability may result in a tank collapsing, causing damage. Failure to take these steps will render the guarantee void.
- n) Standard tank installation instructions should be followed for all underground tanks.
- o) Ordinary colour fade, wear and tear are excluded.
- p) Acts of God, including earth quake, landslides, fire, flood, storm and other natural disasters, ozone depletion, vermin etc. are also excluded.
- q) GRAF is not responsible for any freight or delivery charges to or from GRAF's premises relating to the repair or replacement of Buyer's product as a result of a claim being made under this warranty, which cost shall be borne by Buyer.

### **2.3. WHAT THE BUYER MUST DO TO CLAIM THE WARRANTY**

**2.3.1.** To claim the benefit of the warranty, the Buyer will need to:

- a) present the defective Goods/Services to GRAF for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
- b) provide evidence of proof of purchase upon request by GRAF.

**2.3.2.** The claim listed in clause 2.3.1 may be made in person, or the claim may be sent to the address listed on the attached form, including the particulars required under clauses 2.3.1(a) and 2.3.1(b).

**2.3.3.** The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.

### **2.4. DURATION OF WARRANTY**

**2.4.1.** Unless otherwise stated, this warranty will cease from the date that is:

- a) Lilo: 10 years
- b) Composter: 1 year
- c) Accessories for underground tanks (lid, filter, riser, etc.): 2 years

after the Buyer takes delivery of the Goods/Services in accordance with clause 6 of the Terms and Conditions of Trade.

**2.4.2.** If a Defect does not materialise in the Goods/Services prior to the date provided in clause 2.4.1, GRAF will have no liability to the Buyer under this Warranty Against Defects and the Buyer releases GRAF from all claims for loss or damage in any way connected with the Goods/Services from that date.

### **2.5. RESPONSIBILITY FOR COSTS OF CLAIM**

**2.5.1.** GRAF is responsible for the costs directly associated with repairing the Defect only.

**2.5.2.** Any works required to be completed under clause 2.2.3, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Buyer.

## **2.6. RIGHTS AT LAW**

- 2.6.1.** The benefits given to the Buyer under this warranty are in addition to other rights and remedies of the Buyer at law in relation to the Goods/Services.
- 2.6.2.** GRAF's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law. The Buyer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Buyer is also entitled to have the Goods/Services repaired or replaced if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure.

## **2.7. Warranty Activation**

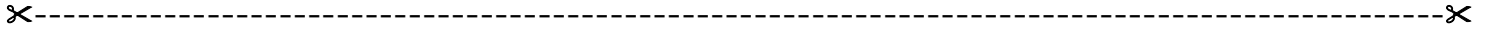
The warranty activation form (see next page) should be filled out and returned to the vendor of the tank for forwarding on to the manufacturer. This will ensure that purchase information can be matched to any future warranty claim.

## **2.8. Claims**

Claims should be accompanied by the original receipt or delivery docket and submitted on the Warranty Claim Form (see next page).

Please post /fax/email direct to GRAF Australia. PO Box 1182, Bibra Lake, WA,  
6965. FAX: 08 9437 4948  
E-mail: info@grafaustalia.com.au

Warranty Activation Form			
First Name			
Surname			
Telephone No.			
Email			
Address			
Location of product (if different from above)			
Product Description			
Product Serial No.			
Vendor Details			
Date Purchased		Date Installed	
Installer Details (if different from above)			
Original Invoice No.		Date	Delivery Docket No.
Signature		Date	



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E-mail: info@grafaustalia.com.au

Warranty Claim Form			
First Name			
Surname			
Telephone No.			
Email			
Address			
Location of Product (if different from above)			
Has the product been moved from the original location?	<input type="checkbox"/> No	<input type="checkbox"/> Yes (new location as above)	
Product Description			
Product Serial No.			
Vendor Details			
Date Purchased		Date Installed	
Installer Details (if different from above)			
Original Invoice No.		Date	Delivery Docket No.
Was product installed as per installation guidelines?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Sure
Nature of Fault			
Has the vendor (if product not purchased from GRAF directly) been contacted and a review of the fault been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable		
Date Detected			
Please provide a sketch of the fault or supply photos (if applicable)			
Signature		Date	

Please attach the original recipe/delivery docket to this form.