

# 20 Year Limited Warranty

Heritage Tanks provides a 20 year pro-rata warranty for workmanship and materials on all tanks subject to the following conditions:

1. Repair or replacement, at Heritage Tanks sole discretion, is at commercial rates less the pro-rata proportion. The pro-rata proportion is 100% in the first year less 5% for each year after the first year. Labour and/or service calls are not included in the warranty. Before Heritage Tanks carries out any repairs on or replacement of a tank or any parts or components thereof (including the liner), the Customer must ensure that the water level in the tank is below the lowest outlet of the tank. Heritage Tanks can at the Customer's request advise the Customer on a water management program.
2. Parts, components and powdercoating are subject to the third party manufacturer's warranty, which Heritage Tanks will pass on to the Customer to the fullest extent possible. Heritage Tanks does not independently warrant such parts, components and powdercoating, and the Customer should be aware that the third party manufacturer's warranty may not extend to 20 years.
3. The tank must be installed by Heritage Tanks installers or agents, in accordance with Heritage Tanks procedures and instructions, and in particular:
  - (a) The pre-installation site preparation instructions must be complied with.
  - (b) The tank must be fitted with a Heritage Tanks steel dome roof at the time of installation.
  - (c) The tank must be kept filled with the minimum required amount of water from the date of installation. If the tank is drained for cleaning, the minimum required amount of water must be replaced immediately.
  - (d) The tank and roof of the tank must be properly maintained.
4. If the tank is fitted with sacrificial anodes, it is the responsibility of the Customer to inspect such anodes on at least an annual basis and ensure that they are replaced once they become depleted.
5. The Customer must report any fault to Heritage Tanks within 30 days of the fault being reasonably detectable. Heritage Tanks must be given the opportunity to inspect a faulty or damaged tank. Approval from Heritage Tanks must be obtained before any remedial action is taken on a tank.
6. The Customer shall pay the cost of freight for any replacement tank or repair plus any additional costs incurred.
7. Liability of Heritage Tanks
  - 7.1 Subject to clause 7.2, all rights, duties, liabilities, terms, covenants and warranties implied at law or pursuant to any State or Federal legislation in respect of Heritage Tanks and the tanks are hereby excluded to the fullest extent permitted by law.
  - 7.2 Any liability of Heritage Tanks arising from the breach of a condition or warranty which cannot be excluded shall be limited to any one or more of the following at Heritage Tanks' election:
    - (a) replacement of the tank or the supply of equivalent goods;
    - (b) repair of the tank;
    - (c) payment of the cost of replacing the tank or acquiring similar goods;
    - (d) payment of the cost of having the tank repaired.
  - 7.3 Except as expressly provided in this warranty, Heritage Tanks will not be liable under any circumstances whatsoever for any loss, injury, or damage of any kind whatsoever including (but without limiting the generality of the foregoing) consequential loss of any kind, including but not limited to loss of profits or damage to property attributed to any of its tanks, and whether the same be due to any act, omission, negligence or wilful default of Heritage Tanks, its employees or agents, or any other reason whatsoever.
  - 7.4 Heritage Tanks will not be liable for any water discharged and/or lost from the tank if the water contained in the tank has to be discharged or drained from the tank before any examination and/or repairs and/or replacement can be undertaken by Heritage Tanks.
  - 7.5 After Heritage Tanks completes the examination and/or repairs to the tank, Heritage Tanks will fill the tank with the minimum amount of water to stabilize the tank. The Customer will be solely responsible at the Customer's own costs to refill the tank over and above the minimum amount of water supplied by Heritage Tanks.
8. The warranty does not cover damage or leakage of tanks due to:
  - (a) storage of products other than potable water;
  - (b) long term unreported leakage;
  - (c) tampering with, negligence, abuse, misuse, misapplication, alteration or modification, chemical corrosion or accidental damage;
  - (d) storm, earthquake, flood or other act beyond the control of Heritage Tanks;
  - (e) vegetation growth and/or root intrusion;
  - (f) vermin, pest or livestock.
9. The warranty does not cover rust or discoloration of the tanks which does not affect the structural integrity of the tanks.
10. Any warranty claim must be accompanied by proof of purchase of the tank and the warranty claim form signed by the Customer, being the original invoice or receipted delivery docket and the tank must be paid for in full before any warranty claim can be made.
11. This warranty is fully transferable to new owners. Heritage Tanks must be notified in writing within 30 days of the sale of the property where the tank is installed. This warranty remains subject to all the terms and conditions set out above.
12. This warranty does not apply to tanks for commercial use.

Customer Name: ..... Invoice Date: ..... / ..... / ..... Invoice No: .....

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