

Aqualine Water Tank Guarantee

The Competition and Consumer Act 2010 (including the Australian Consumer Law) provides certain guarantees and warranties to a consumer (as that term is defined in the Australian Consumer Law) (**Consumer**), including in relation to the quality and fitness for purpose of goods sold and services supplied in Australia. Nothing in this Guarantee purports to modify or exclude the conditions, guarantees and warranties and other legal rights under the Competition and Consumer Act 2010 and the Australian Consumer Law that cannot be modified or excluded (**Non Excludable Statutory Rights**). The rights and benefits given by this Guarantee are in addition to any Non Excludable Statutory Rights of a Consumer under a law in relation to the products and services to which this Guarantee relates.

Statutory Notice to Consumers as defined in the Act

Our goods and services come with guarantees that cannot be excluded under the Australian Competition Law. For major failures with the service, you are entitled:

- *To cancel your service contract with us; and*
- *To refund for the unused portion, or to compensation for its related value.*

You are also entitled to choose a refund or replacement for minor failures with goods. If a failure with goods or a 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 and cancel the contract for the service and obtain a refund for the unused portion. You are entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Our Guarantee

Subject to and in accordance with the Conditions of this Guarantee appearing below, Bushmans Group Pty Limited ACN 137 242 347 trading as Aqualine Water Tanks ('Aqualine') guarantees to repair or replace on a prorata basis (at our sole discretion) the following products for any defect or fault in:

- Aqualine aboveground water tank's steel walls and roof for corrosion perforation, for a period of fifteen (15) years; If the tank is installed within 5km of breaking surf the period is 10 years.
- Aqualine aboveground water tank construction warranty which is the installation of the tank on the customers prepared tank base for a period of ten (10) years;
- Aqualine tank liner installed in Aqualine aboveground water tank, for a period of ten (10) years;

purchased and installed in mainland Australia, where such defect or fault is caused by our manufacturing and install process.

Conditions of Guarantee

1. The Guarantee period commences on the date of original purchase and installation and applies to products located in mainland Australia only.
2. The original invoice or receipted delivery docket must be retained and produced as proof of purchase.
3. This Guarantee applies to the tank walls, roof and liner and does not extend to accessories such as the strainer, outlet, valve, tap, overflow or any other fittings, parts or accessories. This Guarantee also excludes replacement of any tank contents.
4. This Guarantee does not apply to any fittings, parts or accessories not manufactured by Aqualine or any damage, fault or defect as a result of such fittings or accessories. Any accessories supplied but not manufactured by Aqualine will be covered by any relevant manufacturer's warranty.
5. This Guarantee does not apply to the tank colour which may in time fade or change, surface weathering, or non-structural surface tarnishing.

6. Aqualine tanks are designed and manufactured for the storage of cool water. In the case of water at elevated temperatures or bore water, the water must be cooled prior to storage. This Guarantee will not apply where, in Aqualines' sole opinion, any default or fault is due to storage of water at elevated temperatures or bore water that has not been adequately cooled.
7. The water stored must be compatible with the liner material. Chemicals and water treatment processes may affect the liner performance and life. For assessment of liner material compatibility call Aqualine Tanks on 1300 653 858.
8. Our customers must strictly follow all installation and base preparation instructions. Installation and base preparations instructions are supplied at the time of order or may be downloaded from our website www.bushmantanks.com.au. The customer must place blue metal around the base of outside tank as instructed in the 'Base Preparation, Installation and Maintenance Guide'. This can be found at www.bushmantanks.com.au or by calling 1300 653 585. Failure to strictly comply with these instructions renders this Guarantee void.
9. When the tank installation is complete the customer must immediately fill the tank with water up to 200mm high to secure the liner in place and this level of water must be maintained as a minimum at all times. Failure to maintain the tank this way will render this Guarantee void.
10. This Guarantee will not apply, and the Guarantee will be void, in circumstances where, in Aqualines' sole opinion: (i) the product has not been properly installed and maintained in accordance with Aqualines installation and base preparation and maintenance instructions; or (ii) after-sale modifications have been made to a product or the installation of accessories or fittings that are not suitable for the particular product including copper pipe connections less than 1 metre from the tank; or (iii) a product has been used for any purpose other than strictly for the purpose for which it was intended; or (iv) a tank was not properly secured or had an unsound base or the tank site was not properly prepared or maintained; or (v) any defect or fault is due to storm, tempest, war, riot, civil commotion, terrorist activities or Act of God.
11. Repair work is undertaken at a ground level and may be undertaken by Aqualines personnel or, at Aqualines' option, a qualified third party repairer it nominates. Tanks that are located on stands must be brought down to a ground level before Aqualine can commence replacement or repair work. The customer will be responsible for all costs and expenses associated with bringing tanks down from stands or digging them out of the ground for replacement or repair work. The customer will be responsible for all landscaping, plumbing and electrical works and the costs of lifting equipment and additional labour hire for any repair or replacements.
12. Aqualine may require where products that are located more than 100km from our factory and distribution sites in Dalby Queensland, Orange New South Wales, Terang Victoria and Cavan South Australia to pay travel costs for a repair team to inspect and repair.
13. Unless expressly stated otherwise in this Guarantee, Aqualine will bear the cost and expense of customers claiming under this Guarantee, provided that any claim for costs or expenses incurred in making a claim under this Guarantee is received by Aqualine at the address stated hereinafter within a reasonable time of making the claim.
14. This Guarantee applies to any Aqualine products replaced or repaired under this Guarantee in accordance with the provisions of this Guarantee for the remainder of the original Guarantee period or 3 months from the date of replacement or completion of the repair, whichever is later.
15. If you wish to make a claim under this Guarantee, you must notify Aqualine of any defect or fault within 7 days of it occurring. You can obtain a claim form by telephoning Aqualine on 1300 653 585 or going to our website www.bushmantanks.com.au where you can fill in a contact form. To make a claim you will be required to send to Aqualine to the address stated hereinafter the claim form and a copy of your proof of purchase, and Aqualine must be given an opportunity to inspect the tank within 28 days of such notification. Failure by the customer to ensure compliance with these requirements renders this Guarantee void.



16. Any doubt, any and all conditions, guarantees and warranties that are not guaranteed under the Competition and Consumer Act 2010 or the Competition and Consumer Regulations 2010 and which are not expressly included in this Guarantee as additional warranties or conditions are excluded.

Limitation of Liability

In respect of any goods or services supplied under the contract which are not acquired by a Consumer, as that term is defined in the Australian Consumer Law, all liability of Aqualine for any loss or damage, direct and consequential, not covered by this Guarantee is expressly excluded.

In respect of any goods or services supplied under the contract which are acquired by a Consumer, but are not of a kind ordinarily acquired for personal, domestic or household use or consumption, unless the owner of goods establishes the following limitation of liability would not be fair and reasonable, the liability of Aqualine for any defects or faults will be limited to any one of the following as determined by Aqualine:

- (a) replacing the goods or supplying equivalent goods;
- (b) repairing the goods;
- (c) resupplying or rectifying the services or part of them;
- (d) paying the cost of replacing the goods or acquiring equivalent goods or resupplying or rectifying the services;
- (e) paying the cost of having the goods repaired.

Contact Details and Address for sending your claim:

Bushmans Group Pty Limited ACN 137 242 347 trading as Aqualine Water Tanks, Level 10, 70 Pitt Street, Sydney NSW 2000, telephone: 1300 653 585, email address - sales@aqualinetanks.com.au.