

RAINWATER AND LIQUID STORAGE TANK WARRANTY

Rapid Plas has been manufacturing quality polyethylene products for over 20 years and has a reputation of product support. In the unlikely event that a tank fails to meet our high standards, in addition to any statutory warranty referred to below, Rapid Plas offers this additional warranty to both its industrial customers and consumer customers.

If you are a consumer as defined by the Australian Consumer Law, you will also have statutory warranties as described in the paragraph below.

Statutory warranty: 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 for 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.

ADDITIONAL WARRANTY: Rapid Plas offers an additional warranty as set out below to the original purchaser to repair or replace the tank against faulty materials or workmanship subject to the terms and conditions of this additional warranty.

HOW TO QUALIFY FOR THIS ADDITIONAL WARRANTY

The validity of this additional warranty is conditional on the Purchaser fulfilling the following obligations:

1. Product registration must be completed online at www.rapidplas.com.au or by posting the Product Warranty Registration page from the Installation Guide to Rapid Plas within 30 days of the Purchase Date.
2. The Tank must be installed in full compliance with the installation instructions provided by Rapid Plas.
3. You produce on demand the original proof of purchase receipt.

HOW TO MAKE A CLAIM UNDER THIS ADDITIONAL WARRANTY

If you are entitled to make a claim under this additional warranty you must notify us (subject to clause 9(c) of our Terms and Conditions of Trade referred to below) within 21 days after the suspected defect has appeared and submit a written claim form which can be obtained online at www.rapidplas.com.au (downloads) or by contacting Rapid Plas. You will need to supply all the requested information, including photographic evidence, to enable Rapid Plas to process your claim. You will bear the expense of making a claim under this additional warranty. Rapid Plas will assess the claim and advise you of the next step within a reasonable timeframe.

ADDITIONAL TERMS

Approved additional warranty claims may also require you to do the following (as applicable at the discretion of Rapid Plas) at your expense prior to any repair or replacement:

- a. Facilitate a site inspection by Rapid Plas or our agents if deemed necessary by Rapid Plas.
- b. Provide clear access to the tank site including moving the tank to ground level if it has been placed on a stand.
- c. In remote or inaccessible areas (for example, a tank situated on an island), you will return the tank to an agent of Rapid Plas in a more accessible location.
- d. Disconnection of the tank and the removal of the contents of the tank (including the flushing of the tank where it has been used to store anything other than potable water).

Rapid Plas will, at our own expense, replace a defective tank if the defect appeared within the first year of the additional warranty period. Rapid Plas will contribute to the repair or the replacement of a tank (at its sole discretion) on a Pro-Rata cost basis within the balance of the additional warranty period. If replaced, the defective tank will be removed at the same time as the replacement is delivered. We will pay the cost of transporting the repair or replacement to and from the site (b. or c. described above) but not any additional costs such as crane hire, earth works or landscaping, plumbing or electrical connections, or the replacement of the contents of the tank.

ADDITIONAL WARRANTY EXCLUSIONS

All the exclusions and conditions of our Terms and Conditions of Trade as published online at www.rapidplas.com.au (downloads), especially Clause 9, apply to this additional warranty unless altered by this additional warranty.

This additional warranty is rendered void by any of the following:

1. The installation of the tank is deemed by us to be contrary to the installation instructions.
2. You do not comply with our requests for the information and evidence to assess your additional warranty claim, or the prepayment of your portion of the Pro-Rata expenses.
3. The tank serial number has been altered or defaced.
4. The defect or damage to the tank or any other item is caused after the delivery of the tank by any means including, but not limited to, the tank not being properly secured by you to prevent it being blown or washed away.
5. Any accident, contamination, tampering, wilful damage, improper storage, improper use (including but not limited to the carting of liquids) or negligent act of, or omission by, any person other than Rapid Plas.
6. The improper installation of the Tank, improper installation of fittings, deterioration of the base on which it rests, or below ground level installation of the Tank.
7. The use of the Tank for any other purpose than the storage of liquids not exceeding 40°C or the rated specific gravity at ambient temperatures in one fixed position.
8. Any damage to the Tank caused by storm, act of God, washaway, landslide, hail, lightning, or any other natural phenomenon, vermin or other pests, tree roots or branches, and any undermining of the base of the Tank through any cause whatsoever.
9. The repositioning of the Tank from its original installation.

This additional warranty does not cover:

1. Weathering, discolouration, fading, staining or gradual degradation of the Tank over time due to climatic or environmental conditions.
2. Fittings and accessories supplied with the tank. Please contact the manufacturer of the fittings and accessories for details of any warranties of the manufacturer that may exist over and above any statutory warranties.

ADDITIONAL WARRANTY PERIODS

Rainwater tanks used for the storage of potable water have a 10 year Pro-Rata additional warranty period. Above ground liquid storage tanks for liquids other than potable water have a 5 year Pro-Rata additional warranty period. The additional warranty period commences on the Purchase Date.

After the first year of the additional warranty period, the remaining term will be on a pro-rata cost basis where the liability of Rapid Plas will be reduced according to the age of the tank. This is calculated by the following formula:

$$\text{Rapid Plas additional warranty obligation (maximum cost in dollars)} = \frac{PP \times RT}{WP}$$

Where PP = the original purchase price of the tank

RT = the remaining term in years

WP = the additional warranty period applicable to the tank

Further explanations and examples of Pro-Rata calculations can be found online at www.rapidplas.com.au (downloads).

DEFINITIONS - The following words have the following meanings in this warranty:

- a. **“Rapid Plas, us, we, our”** means Rapid Plas Pty Limited (ACN 109 135 908) its successors, assigns, employees, servants and agents.
- b. **“Purchase Date”** means the date upon which the tank was purchased by the original purchaser
- c. **“Purchaser, you”** means the original purchaser of the tank
- d. **“Pro-Rata”** means that our obligations under this additional warranty are proportional to the remaining term of the additional warranty in relation to the whole additional warranty period.
- e. **“Tank”** means the rainwater tank manufactured by Rapid Plas and purchased by the Purchaser being the subject matter of this additional warranty.

Updated 20/07/12