

TERRACORP INDUSTRIES 10 YEAR WARRANTY

1. About this warranty

1.1 Terracorp Industries ABN 29 779 551 764 (“**Terracorp**”) warrants that it will, subject to the conditions of this warranty and Terracorp’s obligations under applicable laws which cannot be excluded, modified or restricted under law (including as described in paragraph 4 below), repair or replace (at its sole discretion) any tanks affected by a defect or fault caused by faulty workmanship or materials for a period of:

- a) ten (10) years from the date of purchase for all potable water storage tanks; and
- b) three (3) years from the date of purchase for all chemical, molasses and non-potable water storage tanks,

(together the “**Products**”).

2. How to claim under this warranty

2.1 A purchaser of a Product the subject of this warranty (“**You**”) will only be entitled to make a claim under this warranty if Terracorp is notified of the defect or fault within seven (7) days of the defect or fault occurring and where a representative of Terracorp has been given the opportunity to inspect the Product within twenty-eight (28) days of such notification.

2.2 To make a claim under this warranty You must:

- a) notify Terracorp of the defect or fault by giving notice in writing to Terracorp to the address set out at the end of this warranty (or such other address notified by Terracorp via its website) within the time frame referred to in paragraph 2.1 above and allow the inspection referred to in paragraph 2.1 to occur within the relevant time frame; and
- b) deliver to Terracorp a copy of the original tax invoice or receipt provided to You in respect of the purchase.

2.3 You are responsible for the costs and expenses of making a claim under this warranty.

3. Limitations and qualifications

3.1 The warranty is granted to the original purchaser only (You) and is not transferable or valid for any heirs or successors in title of the Product.

3.2 For the warranty to apply, You must comply with the installation guidelines and plumbing instructions provided to you by Terracorp or which are available on Terracorp’s website and without limiting the generality of the foregoing:

- a) the tank must be tied down and secured appropriately on delivery;

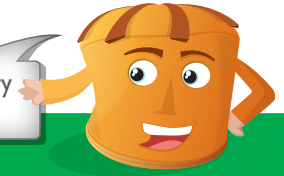
- b) overflow must be piped away from the base;
- c) if a sand fill base is used, a retaining beam must be provided to stop sand washing away;
- d) the number of inlet pipes, their sizes and capacities must equal the number of overflow pipes, their sizes and capacities;
- e) You must not allow the tank site to deteriorate after installation, due to any form of corrosion or erosion;
- f) tank outlets must not be subjected to any undue force;
- g) correct tank site preparation, as well as preservation, is your sole responsibility;
- h) tanks purchased for the purpose of ambient water storage are restricted to that purpose only. Storage of any other materials in the tank will void this warranty; and
- i) the tank must have 300mm flexible hose fitted; as per diagrams contained in the installation diagram.

3.3 To the extent permitted by law, the warranty is not binding and will not apply where:

- a) any physical abuse, improper installation or use, unsound base, or unauthorised modifications has or have occurred to the tank;
- b) Your tank is not installed or maintained in accordance with the installation guidelines and plumbing instructions provided to you by Terracorp or which are available on Terracorp’s website;
- c) the defect or fault is caused by an act of God, an act of war or terrorism, storm, hail, tree roots (where installed too close to existing or subsequently planted trees), wind (where not appropriately secured), or other nature event or force of nature;
- d) the defect or fault is caused by reasonable weathering/degradation over time; or
- e) the defect or fault is caused by negligence (other than by Terracorp) or some other abuse, wilful damage or other deliberate act.

3.4 The warranty does not apply to the colour, which may fade or change.

3.5 Terracorp’s truck drivers are employed to deliver water tanks to your property, they are to (where physically possible) place the tanks onto a flat, level site which should be provided by you. Any duties other than the above carried out by the driver at Your request are Your sole responsibility, not the driver or Terracorp.



TERRACORP INDUSTRIES 10 YEAR WARRANTY CONTINUED

- 3.6 Subject to Terracorp's obligations under applicable laws which cannot be excluded, modified or restricted under law (including as described in paragraph 4 below) Terracorp's liability to you shall not extend to include any consequential losses including injury to persons, damage to property, loss of income, profit or business or other indirect losses.
- 3.7 If You are provided with a new products to replace all or part of the defective Product covered by this warranty, the new product will be covered by this warranty for the remainder of its term as if the new product or component was the original Product. To the extent permitted by law, you will not be provided with a new warranty in relation to any new products or components provided to you in accordance with this warranty.

4. Additional information

- 4.1 In addition to this warranty, certain legislation, including the Australian Consumer Law may give you 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.
- 4.2 Paragraph 4.3 applies if You are a "consumer" (as defined in the Australian Consumer Law). However, where the Product purchased is not of a kind ordinarily acquired for personal, domestic or household use or consumption and Terracorp has limited its liability in a manner permitted by the Australian Consumer Law, your rights are limited to the extent permitted by the Australian Consumer Law.
- 4.3 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.
- 4.4 The benefits given to You by this warranty are in addition to other rights and remedies You may have under a law in relation to the Products.
- 4.5 This warranty excludes all other warranties, conditions, offers, promises or assurances whether express or implied except to the extent that such warranties, conditions, offers, promises or assurances cannot be excluded by virtue of law.

5. Acknowledgement

You acknowledge having fully read and understood the contents of this warranty and agree to be bound thereby.