

# Kerrimuir Rainwater Tank Warranty

## Terms and Conditions

This document sets out the Terms and Conditions of Product Warranty for Kerrimuir Rainwater Tank. This is an important document. Please keep it with your proof of purchase documents in a safe place for future reference.

### General Terms and Conditions

1. In this warranty
  - a. "Kerrimuir" means Ice Asia-Pacific Pty Ltd ABN: 22 123 782 892 trading as Kerrimuir Rainwater Products BJ2038322J in respect to Products purchased in Australia.
  - b. "Product" means any Kerrimuir product purchased by you accompanied by this document.
  - c. "Warranty Period" means the date of purchase to the period of;
    - i. 15 years for Kerrimuir 2600 litre Rainwater Tank
    - ii. 12 months on Leaf Strainer and accessories if any. Does not include wear and tear. Terms and Conditions are set out in this document.
  - d. This warranty is transferable to any heirs or successors in title thereof, provided tank is located on the original site. Proof of Purchase is required before you can make a claim.
2. This warranty only applies to products purchased and used in Australia and in addition to (and does not exclude, restrict, or modify in any way) any executable statutory warranties in Australia.
3. Kerrimuir warrants that, when despatched from a Kerrimuir warehouse/distribution facility, the Product/s is free from defects in materials and workmanship for the Warranty Period.
4. During the Warranty Period Kerrimuir or it's authorised agent or sub-contractor, at it's discretion, subject to these Terms and Conditions, repair or replace any part of the product/s which it considers to be defective.
5. Any parts or accessories not supplied by Kerrimuir will be covered by the relevant manufacturer's warranty. Such claims will be at the cost of the distributor, agent or manufacturer of that said accessory.
6. To Claim under this warranty, a short report of the problem/s and/or defects must be registered. If possible, taking pictures of the defective part/area. Please e-mail contact details, nature of the problem and attaching picture/s to [warranties@kerrimuir.com.au](mailto:warranties@kerrimuir.com.au) or call 0400 428 136.
7. Self-Installation is allowed under this warranty. Minimum requirements are level and stable concrete base of 100mm thick re-enforced with wire mesh halfway through the mix or compacted Crusher Dust/Gravel 200mm thick and 200mm wider in diameter than the tank.

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8. If you are not confident of self installation please seek licensed plumbers accredited by MPMSAA. Refer to [www.plumber.com.au](http://www.plumber.com.au).
9. You may not make a claim under this warranty unless the defect claimed is due to manufacturing fault, workmanship or defective parts. Kerrimuir is not liable in the following situations (which are not exhaustive):
  - a. The Product/s damaged by, including but not limited to:
    - i. Accident, misuse, abuse, use of which it is not designed.
    - ii. Surface scratches, dents, chips, colour fade over time and marks
    - iii. Incomplete or improper installation. Including over tightening of 25mm outlet points. Only use hand to tighten those points. Damage to arising from over tightening will not be covered.
    - iv. Improper positioning of the rainwater tank i.e. placing tank too close to gas central heating or water heater.
    - v. Extreme weather damage including Acts of God, fire, flood and other insurable risk.
  - b. The product is used or modified against its intended use.
  - c. Any repairs made to the tank other than carried out by Kerrimuir or it's agents/sub-contractors will void the warranty.

## Limitation of Liability

10. To the extend of the law:
  - a. Kerrimuir excludes all warranties other than as contained in this document;
  - b. Kerrimuir shall not be liable for any loss or damage whether directly or indirectly or consequential arising from your purchase, use or non-use of the product.
11. Provisions of the Trade Practices Act 1974 and State consumer legislation in Australia, imply warranties or conditions, or impose obligations, upon Kerrimuir which cannot be excluded, restricted or modified. To the extend permitted by law, the liability of Kerrimuir (if any) arising out of or in relation to the Product or any other services supplied by Kerrimuir shall be limited (where it is fair and reasonable to do so).
  - a. In the case of Products, at its option, to the replacement or repair of the Product or the supply of equivalent products or payment of the cost of replacing the Product or having the Product repaired or of acquiring equivalent Products. The warranty claim is limited to the full replacement of the defective Product. Services or additional cost will be at the sole discretion of Kerrimuir. Upon being replaced, defective Parts and Products become the property of Kerrimuir.
  - b. In the case of services, at its option, to the supply of the services again or the payment of the cost of having the services re-supplied.

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## Privacy

You acknowledge that in the event that you make a warranty claim it is necessary for Kerrimuir and its Dealers, Agents and sub-contractors to exchange information in relation to you to enable Kerrimuir to meet its obligations under this warranty.

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