



Guarantee

The Competition and Consumer Act 2010 (including the Australian Consumer Law) guarantees certain conditions, warranties and undertakings and gives a consumer (as that term is defined in the Australian Consumer Law) (hereinafter referred to in this Guarantee as “**Consumer**”) other legal rights in relation to the quality and fitness for purpose of goods sold in Australia. Nothing in this Guarantee purports to modify or exclude the conditions, warranties and undertakings, 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 given by this Guarantee are in addition to any Non Excludable Statutory Rights.

Statutory Notice to Consumers*

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.

** The term “Consumer” is defined in the Australian Consumer Law.*

Our Guarantee

Subject to and in accordance with the Conditions of Guarantee appearing below, Bushmans Group Pty Limited ACN 137 242 347 ('BUSHMANS') guarantees to repair or replace (at our sole discretion) on a pro-rata basis, any defect or fault in:

- a BUSHMANS aboveground water tank for a period of ten (10) years;
- a BUSHMANS underground water tank for a period of five (5) years;
- all other BUSHMANS products for a period of five (5) years,

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

Conditions of Guarantee

1. The Guarantee period commences on the date of original purchase 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 one piece polyethylene structure of the tank 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 BUSHMANS or any damage, fault or defect as a result of such fittings, parts or accessories. Any accessories supplied but not manufactured by BUSHMANS 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.
6. BUSHMANS 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 BUSHMANS' 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 Customer must strictly follow all installation instructions including but not limited to instructions concerning the fitting of flexible hose from the outlet. Poly, PVC or metal is not a flexible hose. Installation instructions are supplied when the tank is delivered or may be downloaded from our website www.bushmantanks.com.au. Failure to strictly comply with these instructions renders this Guarantee void.
8. This Guarantee will not apply, and the Guarantee will be void, in circumstances where, in BUSHMANS' sole opinion: (i) the product has not been properly installed and maintained in accordance with BUSHMANS installation 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; 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 has at any time been used to transport water; or (v) a tank was not properly secured or had an unsound base or the tank site was not properly prepared; or (vi) any defect or fault is due to war, riot, civil commotion, terrorist activities or Act of God.
9. Repair work is undertaken at ground level and may be undertaken by BUSHMANS personnel or, at BUSHMANS' option, a qualified third party repairer it nominates. Tanks that are located on stands must be brought down to ground level before BUSHMANS 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.

10. BUSHMANS may require that products located 400km from our factory sites in Dalby Queensland, Orange New South Wales, Terang Victoria and Cavan South Australia be returned at the Customer's expense to a BUSHMANS agent's premises or other location required by BUSHMANS to enable inspection and/or repair, failing which the Customer will be responsible for additional travel expenses. BUSHMANS will not be liable for any damage or loss in the course of delivery.
11. Repair or replacement of products pursuant to this Guarantee will be on a pro-rata basis, based upon the original purchase price and having regard to the time remaining of the Guarantee period as a proportion of the total Guarantee period. Any portion of the cost of repair or replacement not covered by this Guarantee due to this clause must be paid by the Customer to BUSHMANS before BUSHMANS will carry out the repair or replacement.
12. This Guarantee applies to any BUSHMANS 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.
13. If you wish to make a claim under this Guarantee, you must notify BUSHMANS of any defect or fault within 7 days of it occurring. You can obtain a claim form by telephoning BUSHMANS on 1800 00 88 88 or going to our website www.bushmantanks.com.au where you can fill in a contact form. To claim you will be required to provide with it a copy of your proof of purchase, and BUSHMANS 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.
14. For the avoidance of any doubt, any and all warranties or conditions 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 supplied under the contract which are not acquired by a consumer, as that term is defined in the Australian Consumer Law, all liability of BUSHMANS for any loss or damage, direct and consequential, not covered by this Guarantee is expressly excluded.

In respect of any goods 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 establishes the following limitation of liability would not be fair and reasonable, the liability of BUSHMANS for any defects or faults will be limited to any one of the following as determined by BUSHMANS:

- (a) replacing the goods or supplying equivalent goods;
- (b) repairing the goods;
- (c) paying the cost of replacing the goods or acquiring equivalent goods;
- (d) paying the cost of having the goods repaired.

Contact Details

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