

Industrial Guarantee

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 industrial tank for a period of five (5) years;
- a BUSHMANS agricultural product for a period of one (1) year;

in mainland Australia only, where such defect or fault is caused by our manufacturing process. This Guarantee excludes tanks used for residential rainwater collection and storage (to which a separate Guarantee applies).

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 screw cap lid, outlet, valve or any other fittings, parts or accessories. This Guarantee also excludes replacement of any tank contents.
4. Any accessories supplied but not manufactured by BUSHMANS will be covered by the relevant manufacturer's warranty. 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.
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 liquids. In the case of liquids at elevated temperatures, the liquid 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 liquid at elevated temperatures or liquid that has not been adequately cooled.
7. The guarantee is only valid for the storage of chemicals if the Bushmans Chemical Resistance Chart indicates suitability for storing that particular chemical, or you have received written confirmation from Bushmans on the suitability for any chemical not included in the Bushmans Chemical Resistance Chart.
8. The Customer must strictly follow all installation instructions including but not limited to instructions concerning the fitting of flexible hose from the tank outlet. Poly, PVC or metal is not a flexible hose. General installation instructions are supplied when the tank is delivered or may be downloaded from our website www.bushmantanks.com.au. Failure to comply with these instructions renders this Guarantee void.
9. 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 liquids; 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.
10. 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.
11. The purchaser is responsible for all travel costs from one of the BUSHMANS Australian factories to enable delivery, inspection and/or repair. BUSHMANS will not be liable for any damage or loss in the course of delivery.

12. BUSHMANS must be notified of any defect or fault (using the claim form available on our website www.bushmantanks.com.au) within 7 days of it occurring, and 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.
13. 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.
14. BUSHMANS' liability for breach of a warranty or condition which cannot be excluded, restricted or modified shall be limited at BUSHMANS' option to (i) replacement of the product, repair of the product or the supply of equivalent products; or (ii) the cost of replacing or repairing the products or acquiring equivalent products; and (iii) in the case of services, supplying the services again or paying the costs of having the services supplied again.
15. To the full extent legally permissible, the liability of BUSHMANS shall be limited in the manner stated in this Guarantee. BUSHMANS shall not be liable for any injury or loss or damage (whether direct, indirect, special or consequential) or liability suffered or incurred by the Customer or any other person or entity arising out of or in any way connected with the supply or operation of any products, or any fault or defect in any products, whether in contract, tort, negligence or otherwise.
16. To the extent that the purchaser of the goods or services to which this Guarantee applies is a "consumer" as defined in *The Competition and Consumer Act 2010* (including the Australian Common Law) ("the Act") the Act gives certain legal rights to a "consumer" 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 Act that cannot be modified or excluded (**The Non-Excludable Statutory Rights**). The rights and benefits given under this Guarantee are in addition to any Non-Excludable Statutory Rights of the "Consumer" under the Act in relation to the products or 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.

Contact Details for sending your claim: -

Bushmans Group Pty Limited. ACN 137 242 347,
Level 10, 70 Pitt Street
Sydney NSW 2000,
Telephone: 1800008 888 or info@bushmans.com.au