

Commercial Tank Warranty

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(i) Viscount Rotational Mouldings agrees in respect of products it manufactures to make good any defects by repairing the same or at Viscount Rotational Mouldings option replacement or payment of an amount equal to the cost or repair or replacement, within a period not exceeding 12 months after the products have been dispatched, provided that:

(a) defects have arisen solely from faulty material or workmanship;

(b) the products have not been subjected to maltreatment, or interference;

(c) the failure or defect has not been the result of inattention by the purchaser;

(d) instruction specified for the products have been strictly complied with and the products have been used or operated on the conditions and for the purposes specified;

(e) other products or accessories used by the purchaser in conjunction with the products are manufactured by or approved by Viscount Rotational Mouldings;

(f) any seals which are on the products remain unbroken; and

(g) the defective parts are promptly returned at no charge to Viscount Rotational Mouldings.

(ii) In the case of products not manufactured by Viscount Rotational Mouldings the guarantee of the manufacturer thereof shall be accepted by the purchaser and is the only guarantee given to the purchaser in respect of the products;

(iii) The above warranties are in addition to the benefit of all implied conditions and warranties in favour of and remedies of the purchaser under or pursuant of statute or common law, the operation of which cannot be excluded.

(iv) Except as provided above, all representation, express and implied warranties, guarantees and conditions as to merchantability, description, quality or suitability and fitness of the products for any purposes, whether as to design, assembly, installation, materials, workmanship or otherwise are expressly excluded.

(v) Viscount Rotational Mouldings liability for breach of the express warranties provided herein, for breach of the Trade Practices Act or like legislation, for breach of conditions or warranties implied by law which cannot be excluded or for breach of a duty of care, is strictly limited in the case of supply of products to repair of the replacement of or payment for, the products in accordance with the conditions in clause 11

(i) and in the case of services to the resupply of the service or an equivalent service or at Viscount Rotational Mouldings option an amount equivalent to the cost supply of the service or an equivalent service.

(vi) In no event shall Viscount Rotational Mouldings be liable for any incidental, indirect, special, or consequential losses or damages, in relation to the supply of products or services by Viscount Rotational Mouldings whether arising out of breach of the warranties provided herein, express or implied warranties, breach of the Trade Practices Act, or other legislation, breach of any duty of care or in any way whatsoever to any person, corporation or other entity.

(vii) Subclauses 11

(v) and (vi) do not apply to the rights conferred and liabilities under the provisions of Part VA of the Trade Practices Act.