PIONEER
WATER TANKS

MANUFACTURER'S WARRANTY CERTIFICATE

Pioneer Water Tanks Pty provides an additional manufacturer's warranty as set out as overleaf to the purchaser for the steel structure of the tank body and the water retaining liner membrane against defects in material and/or workmanship resulting in leakage, for a period of **20 (twenty) years from the date of installation.**

The liability of Pioneer under this warranty is limited to a pro-rata contribution toward the cost of repair or replacement, as overleaf.

Pioneer also warrants the steel water tank and liner including any accessories against damage or defects sustained as a result of installation by Pioneer or its Dealers for a period of 12 (twelve) months from the date of installation.

Rights of consumers under Australian Consumer Law

1. Clause 2 applies to you if:
   a. the amount paid or payable for the steel water tank and liner did not exceed $100,000 (except where the steel water tank and liner is not of a kind ordinarily acquired for personal, domestic or household use or consumption, and Pioneer Water Tanks has limited its liability in a manner permitted by Australian consumer law, in which case your rights are limited to that extent); or
   b. the steel water tank and liner is of a kind ordinarily acquired for personal, domestic or household use or consumption, unless you acquired the steel water tank and liner for the purpose of re-supply or the purpose of using it up or transforming it in trade or commerce.
2. Pioneer Water Tanks products come with guarantees that cannot be excluded under Australian consumer law. You are entitled to a replacement or refund for a major failure and 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.
3. 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 steel water tank and liner.

Limitations and qualifications

4. Subject to Pioneer's obligations under applicable laws which cannot be excluded, modified, or restricted under law, including as described in clauses 2 and 3:

   a. This warranty is conditional upon:
      i. Pioneer being notified of any defect within 1(one) month of the defect becoming apparent.
      ii. Quotation of the tank serial number displayed on your tank.

   b. Warranty shall apply, provided the following conditions are met:
      i. Tanks installed on either a clean inert sand pad, reinforced concrete slab, earth ring or ring beam and with inert aggregate placed around the tank and in accordance with Pioneer's recommendations.
      ii. Tanks fitted with a Pioneer steel dome roof at time of installation.
      iii. Tanks installed by Pioneer personnel or Dealer.
      iv. Tanks where the anodes are replaced every 5 years from installation date. Proof of purchase will be requested to be produced if required.
      v. Tanks where regular maintenance has been carried out in accordance with the Pioneer Owner's Manual.
      vi. Tanks where all payments have been received in full.
      vii. Commissioning of the tank (if applicable) to Pioneer's specifications occurs within 30 days of practical completion and if in the event this does not occur may affect any potential warranty claims.

   c. Warranty shall not apply in the event of any of the following situations:
      i. Damage from tank pad and foundation settlement or movement.
      ii. Storage of products other than potable water.
      iii. Misuse or abuse of the tank or liner.
      iv. Accidental or malicious damage to the tank or liner.
      v. Natural disaster (including without limitation fire, flood & cyclone) or force majeure.
      vi. Damage from vegetation or root intrusion.
      vii. Damage caused by Pests or livestock.
      viii. Corrosion or fading of the tank exterior or any other components, accessories, fittings or fixings caused by adverse environmental conditions or due to the presence of Unauthorised fittings or fixtures (e.g. electrolysis due to dissimilar metals).
      ix. Damage as a result of unreported leakage.
      x. Unauthorised modifications, alterations and/or additions to the tank or its fittings or any damage caused by such modifications, alterations and/or additions.
      xi. Relocation of the tank other than by Pioneer or its Dealers.
      xii. Where the tank liner has been exposed to sunlight.
      xiii. Other Non-workmanship issues.
      xiv. Damaged caused by chemical attack, and in particular chlorine attack resulting from utilisation of an unapproved chlorine dosage method, or as determined by Pioneer.

Subject to 4(a), (b) and (c), if a claim is made under this warranty Pioneer will, at its sole discretion, either repair or replace the tank body and/or liner should leakage have developed due to a fault in material and/or workmanship within the warranty period. The liability of Pioneer under this warranty is limited to a pro-rata contribution toward the cost of repair or replacement, calculated based on the age of the tank within the applicable warranty period at the time the warranty claim is notified to Pioneer.

To the extent that the cost of any repair or replacement exceeds Pioneer's pro-rata contribution, the balance will be payable by the customer.

THIS WARRANTY IS NON-TRANSFERABLE AND ONLY APPLIES TO THE ORIGINAL END USER

In the event of a tank(s) being repaired and/or fitted with a new liner, by Pioneer or its Dealers, this warranty shall not be extended and shall apply only for the remainder of the original warranty period.

The terms and conditions set out in this warranty constitute the entire agreement between Pioneer and the owner with respect to their subject matter. The benefits conferred by this warranty are in addition to all rights and remedies granted by law provided that, to the extent permitted by law, Pioneer excludes any other warranties and conditions (express or implied) in relation to the tank and liner, including (without limitation) any warranty relating to its description, quality or fitness for purpose. Where Pioneer's liability may be limited by law, Pioneer's liability in relation to any defect in, or supply of, the tank and/or liner is limited, at its sole option, to the repair of the goods, the replacement of the goods or the cost of the replacement or repair of the goods.

To the maximum extent permitted by law, Pioneer is not responsible for any direct, indirect, special, incidental or consequential losses or damages (including loss of water or consequential damage caused by leakage) resulting from any breach of warranty or condition or any defect in the tank and/or liner.

You will bear the cost of claiming the Warranty.

This warranty will not be superseded, amended, diminished, replaced, excluded, omitted or otherwise affected by any other terms or conditions whatsoever without the express written permission of the General Manager or a Director of Pioneer.

Warranty Procedure

To initiate a claim under this warranty you will be required to complete and submit a warranty claim form available on our website at www.pioneerwatertanks.com.au or by verbal request by contacting us on 1800 999 599 or by email at: warranty@pioneerwatertanks.com.au.

Definitions

Dealer – means an authorised Dealer/Distributor of Pioneer Water Tanks

Non-Workmanship – means mechanical stress, environmental stress or external environment or otherwise determined by Pioneer

Pests – means vermin, ants, white-ants, termites or any other boring type of insects

Pioneer – means Pioneer Water Tanks Pty Ltd (ABN 65 604 579 651)

Potable – means water as defined by the Australian Drinking Water Guidelines

Unauthorised – means any work undertaken by others not authorised by Pioneer

Structural Defect – a defectin the steel structure of the tank body and/or the water retaining liner membrane that is attributed to defective design, defective or faulty workmanship or defective materials and that causes, or likely to cause

Workmanship – means the handling, assembly and manufacturing processes performed by on or behalf of Pioneer in order to manufacture the tank liner