

Guarantee Schedule

Product Guarantee – Liquid Fertiliser Polyethylene Storage Tanks

1. This Product Guarantee applies to all Liquid Fertiliser Polyethylene Storage Tanks manufactured and supplied by **West Coast Poly Pty Ltd** (ACN 087 707 551) (**the Company**) and is given for the benefit of the Buyer of a liquid fertiliser storage tank.
2. This Product Guarantee is given in addition to consumer guarantees provided under law and cannot exclude them.
3. This Product Guarantee guarantees the materials and workmanship of Liquid Fertiliser Storage Tanks against leakage for a period of 15 years from the date of delivery (**Guarantee Period**) provided that the following conditions are satisfied:
 - (a) The Tank must be installed in accordance with the Company's instructions included in the instruction sheet and instructions stamped on the tank itself but not limited to compliance with the following installation requirements:
 - (i) The foundation of the Liquid Fertiliser Tank must be fully supported across its entire area at all times so that the base support of the Liquid Fertiliser Tank remains flat at all times;
 - (ii) Pipe work must not place any loading on the wall(s) of the Liquid Fertiliser Tank, flexible couplings must be used to connect tank fittings;
 - (iii) Overflow size must be equal or exceed inlet size;
 - (iv) A breather must be installed in the Liquid Fertiliser Tank to provide venting of the Liquid Fertiliser Tank to prevent it from being subject to pressure or vacuum;
 - (v) Liquid Fertiliser Tank foundations must be compacted flat and level and be free of sharp objects; and
 - (vi) Sand foundations that are exposed to weather must be retained around the bottom circumference to prevent wind and water erosion undermining the Liquid Fertiliser Tank, failure to do so will result with the warranty being void;
 - (b) The Liquid Fertiliser Tank must only be used for its intended purpose as set out in the relevant Quotation and Order;
 - (c) The Liquid Fertiliser must be stored at ambient temperatures only, unless otherwise specified by the Company in the Quotation; and
 - (d) A Liquid Fertiliser Tank must be secured to prevent movement when empty.
4. Except as required by law, this Product Guarantee does not cover, and neither the Company nor its employees or agents shall be liable for any loss or damage (including any consequential or special loss or damage) of any kind whatsoever caused by or arising from:
 - (a) The negligence of the Company, its employees or agents;
 - (b) Use of the Liquid Fertiliser Tank for any purpose other than the intended purpose for which it has been supplied;
 - (c) Fittings and attachments (supplied and/or installed by a third party);

- (d) Misuse, abuse, accidents, fire or natural disasters;
 - (e) Change or fading of the colour of the Liquid Fertiliser Tank;
 - (f) The Liquid Fertiliser Tank not being installed in accordance with the Company's instructions; and
 - (g) Any modification of the Special Build Tank which has not been made by the Company or in accordance with the Company's written authorisation.
5. To make a claim under this Product Guarantee, the Buyer must contact the Company in writing to either the Company's postal address or email address set out below. Alternatively, the Buyer may telephone the Company on the phone numbers set out below:
- 2 Uppsala Place
Canning Vale WA 6155
Tel: (08) 9456 5888
Fax: (08) 9456 5855
Freecall: 1800 555 185
Email: info@westcoastpoly.com.au
6. Any claim made under this Product Guarantee is subject to inspection on site by the Company to verify the cause of the leakage. Following the onsite inspection of the Liquid Fertiliser Tank, if the Company is satisfied that the above conditions have been complied with and that the fault is due to a manufacturing defect, the Company will repair or replace the Liquid Fertiliser Tank within the Guarantee Period.
7. If the Company determines that leakage in the Liquid Fertiliser Tank is caused by factors other than a manufacturing fault, the Company shall advise the Buyer of the issue and the Buyer must pay the costs of repair or replacement of the Liquid Fertiliser Tank.