: Subject to Supply:

To:
D S AGENCIES.
WA

Client Name:

Project Name.

Location:

Rainsmart Solutions Pty Ltd. warrants for that Rainsmart® products and systems will be supplied to the stated quality and specifications, without manufacturing defects, and will perform as stated in this document provided the applications, handling, storage and installation methods follow our recommendations.

Rainsmart Solutions Pty Ltd. is not a project designer or installer. However, whilst we provide general guidelines for the installation of Rainsmart® products and systems, all such installations are the responsibility of the installers or users, and the site requirements and Rainsmart Installation guidelines for the installations should be checked and followed by competent professional.

This warranty applies solely to Rainsmart® Tank Modules & Drainage Cells which are manufactured by Rainsmart Solutions Pty Ltd. referred to as "Products". The Products are manufactured from Recycled Polypropylene and has an extrapolated expected design life of 100 Years +. Polypropylene is inert to soil borne bacteria's or other organisms and chemicals present soil, and is not bio degradable.

The structural integrity of the products, when installed strictly in accordance with Rainsmart Solutions Pty Ltd. written installation instructions at the time of installation, are warranted to the Purchaser against defective material and workmanship for Fifteen years (15) years from the date of purchase. Should a defect appear in the warranty period, the purchaser shall provide Rainsmart Solutions Pty Ltd. with a written notice of the alleged defect within one working week (05) days of the discovery of the defect. The notice shall describe the alleged defect in a reasonable detail. Rainsmart Solutions Pty Ltd. agrees to supply replacements of those products determined by Rainsmart Solutions Pty. Ltd. to be defective and covered by this Warranty. The supply of the replacement product is the sole remedy of the purchaser for the breaches of this Warranty. Rainsmart Solutions Pty Ltd. liability specifically excludes the cost of removal and/or installation of the products.

THIS WARRANTY IS EXCLUSIVE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING NO IMPLIED WARRANTIES OF MARCHANTABILITY OR OF FITNESS FOR A PERTICULAR PURPOSE.

No representative of Rainsmart Solutions Pty Ltd. has the authority to change this Warranty in any manner or to extend this warranty. This warranty does not apply to any person other than to the Purchaser.

Under no circumstances Rainsmart Solutions Pty Ltd. shall be liable to the purchaser or to any third party for product liability claims, claims arising from the design, shipment or installation of the products, or the cost of other goods or services related to the purchase and installation of the Products, installed in accordance with all site conditions required by the state and the local codes; all other applicable laws; and Rainsmart Solutions Pty. Ltd. written installation instructions.

THE WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. RAINSMART SOLUTIONS PTY LTD. SHALL NOT BE LIABLE FOR PENALTIES OR LIQUIDATION DAMAGES, INCLUDING LOSS OF PRODUCTION AND PROFITS, LABOUR AND MATERIALS; OVERHEAD COSTS; OR OTHER LOSS OR EXPENCE INCURRED BY THE PURCHASER OR ANY THIRD PARTY. SPECIFICALLY EXCLUDED FROM THIS WARRENTY COVERAGE ARE DAMAGE TO THE PRODUCTS ARISING FROM ORDINARY WEAR AND TEAR; ALTRATION, ACCIDENT, MISUSE ABUSE OR NEGLECT; THE PRODUCTS BEING SUBJECTED TO VEHICLE TRAFFIC OR OTHER CONDITIONS WHICH ARE NOT PERMITTED BY RAINSMART SOLUTIONS PTY.LTD. WRITTEN SPECIFICATIONS OR INSTALLATION INSTRUCTION; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE INSTALLATION INSTRUCTION; THE PLACEMENT OF IMPROPER MATERIALS INTO THE PRODUCTS; FAILURE OF THE PRODUCTS DUE TO IMPROPER SITING OR IMPROPER SIZING; OR ANY OTHER EVENT NOT CASUED BY RAINSMART SOLUTIONS PTY.LTD. THIS WARRANTY REPRESENTS RAINSMART SOLUTIONS PTY.LTD. SOLE LIABILITY TO THE PURCHASER FOR CLAIMS RELATED TO THE PRODUCTS, WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, OR OTHER LEGAL THEORY.

To the best of our knowledge, the information contained herein is accurate.

Yours Sincerely

RAINSMART SOLUTIONS PTY. LTD. Common Seal ACN 127 571 886

Mr Minon Desai
Director
Rainsmart Solutions Pty Ltd.

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