



TANKS

Dart Concrete Ltd. ('Dart') stand behind our concrete products for a period of 10 years. Nothing in this warranty shall exclude or modify any legal rights a consumer may have under the Consumer Guarantees Act 1993 or otherwise which cannot be excluded or modified by law.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING TERMS & CONDITIONS:

1. This warranty is limited to defects in manufacturing, workmanship and materials and only applies where the tanks are used or installed for use in residential building in New Zealand.
2. This warranty will be invalidated if the tank installation is not designed and constructed in strict compliance with all relevant provisions of the New Zealand Building Code, and in compliance with other relevant regulations and in accordance with the manufacturer's engineered PS1 producer statement or equivalent written recommendations that may be supplied by Dart Concrete specific to its product/s.
3. A person claiming under this warranty must provide written proof of purchase and make a written claim either within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent at time of installation, then the claim must be made within 30 days of installation.
4. This warranty does not apply to normal wear or tear, damage caused by improper installation, accident, misuse, abuse, fire, earthquake, or other external cause.

5. In the event of a breach of this warranty during the warranty period Dart Concrete will, at its sole discretion, do one of the following: (a) rectify/repair the defective product; (b) supply replacement product; (c) provide a refund of some or all of the purchase price of the defective product which will be calculated on a pro-rata basis. Dart Concrete will not be liable for any losses or damages arising as a result of a breach of warranty or the defective product, other than as set out in this paragraph [4].

6. In the event of a breach of this warranty Dart Concrete will not be liable in contract, tort, equity or for breach of any statute (to the fullest extent permitted by law) for any indirect losses or consequential damages of any kind, or for loss of profits, loss of use, loss of anticipated savings, loss of production, or loss of goodwill incurred by the purchaser or any transferee from the purchaser.

7. Dart Concrete will not be liable under this warranty for any claims, damages, or defects arising from or in any way attributable to events outside of its control, including but not limited to: incorrect installation, poor site design or preparation, defect or failure of other products, defects caused by large aggregate, tree roots or uneven ground (point loading), normal wear and tear, growth of mould, mildew, fungi, or bacteria on the surface of the product, settlement or structural movement, coatings or finishes not approved for use with the product, or acts of God (such as earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions).

8. No employee or representative of Dart Concrete is authorised to modify this warranty unless such modification is made in writing and is signed by an authorised officer of Dart Concrete Limited.

9. If the project is a newly constructed residential dwelling that is constructed by a developer or building company for the purposes of on-sale then this warranty is assignable by the developer to the initial purchaser of that dwelling.

10. The statements in this warranty may be superseded at any time by Dart Concrete notifying of a new warranty on its website, and in that case the new warranty will apply from that date (supplied on request).

11. The warranty is limited to tanks placed by Dart Concrete personnel or contractors arranged and authorised by Dart Concrete for 10 years from date of installation as long as they remain in the original installed location. Moving the tanks from their original installed location will void this warranty.

* The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer or person acquiring the tank from Dart Concrete does so for the purposes of a business in terms of sections 2 and 43 of the Consumer Guarantees Act 1993. To the maximum extent permitted by law, the parties contract out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986.