

# Promax Engineered Plastics Warranty Terms & Conditions

## 1. Terms of Warranty:

PROMAX Engineered Plastics Ltd guarantees the original purchaser that its tanks will be free from material defects during the manufacturing process and will at its discretion replace or repair on a pro-rata basis for a period limited to:

- 20 years from date of purchase for premium PROMAX ENDURO Tanks 10,000 lt and above.
- 20 years from date of purchase for XPRESS Tanks 10,000 lt and above.
- 5 years from date of purchase for all XPRESS and PROMAX Tanks 5,000 lt and below.
- 5 years from date of purchase on Underground Tanks
- 2 years from date of purchase for Diesel Tanks
- 1 year from date of purchase on Industrial Tanks/fittings
- 1 year on all other items

## NOTE / EXCLUSIONS:

Warranty excludes Fittings/Inlet/Outlet connections. Pumps and accessories are covered by their Manufacturer's warranty. Damage to the roof of the tank is not covered by this warranty. Original receipt or delivery docket must be kept to validate the warranty.

Registration of the product within 30 days of purchase must be made on [www.promaxplastics.co.nz](http://www.promaxplastics.co.nz)

## 2. The liability of the manufacturer under this warranty is excluded to the extent that any defect has been caused or contributed to by:

- a. any accident, contamination, tampering, wilful damage, improper storage, improper use, or negligent act of, or by omission by, any person other than Promax
- b. the improper lifting or installation of the Tank, or deterioration of the base on which it rests;
- c. the use of a Water Tank for any other purpose than the static storage of potable water at ambient temperatures in one fixed position;
- d. the use of any other tank for any other purpose than for which it was intended;
- e. any damage to the tank caused by storm, wash away, landslide, lightning, earthquake or any other natural phenomenon, vermin or other pest, and any undermining of the base of the Tank through any cause whatsoever;
- f. the repositioning of the Tank from its original installation;
- g. reasonable weathering/degradation over time;
- h. the overflow capacity of your water tank is less than the inflow, the overflow is excluded, or there is excessive outflow causing disproportionate hydraulic pressure;
- i. Additional outlets not specifically moulded;

- j. Any damage that may occur from trees or ash fall-out from fires or such like.
- k. Inlet/Outlet connections are not covered by warranty;
- l. This warranty does not apply to Tank colour which may in time fade or change.

## 3. Maximum Liability:

The maximum liability of the Manufacturer under this warranty is limited to the amount calculated by multiplying the original purchase price (A) by the number of years of the warranty period (B) (including any part thereof) remaining at the date of your claim and dividing by the applicable warranty period (C):

$$\text{\$ Maximum liability} = (A \times B) / C$$

Where:

A = Original purchase price of your water tank;  
B = Number of years of the warranty period remaining;  
C = Total warranty period of your tank.

In the case of the costs of the repair or replacement of your water tank exceeding the limit under the above calculation, you will be liable for the difference, and for any freight costs.

This warranty does not cover any secondary damage such as loss of production or income.

## 4. How to make a claim:

Your product must be registered on our website [www.promaxplastics.co.nz](http://www.promaxplastics.co.nz) Within 30 days from delivery date.

Then you must:

1. Notify Promax Plastics within 5 days of the existence of any defect becoming apparent, either in writing, or on our website.
2. Send the original invoice or delivery docket to Promax Plastics.

## 5. Definitions:

For the purpose of this Warranty, the following definitions apply:

- a. Manufacturer means Promax Engineered Plastics
- b. Purchase Date means the date upon which the Tank was purchased by the original purchaser.
- c. Purchase Price means the actual price paid for the tank by the original purchaser (proof of purchase is required)
- d. Tank means any Tank manufactured by Promax Plastics and purchased by the purchaser, being the subject of this warranty.
- e. Warranty means this written warranty.

