



# WARRANTY CERTIFICATE

## AWASHAFT Chamber Systems - Australia

**Project name:**

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**Project location:**

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**Utility/Authority:**

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**Installation contractor:**

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**Installation contractor:**

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**System commissioned on:**

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REHAU shall grant this warranty to the installation contractor in the event that the utility/water authority successfully asserts any claim against the installation contractor. This warranty shall be valid only if completed in full and signed by the installation contractor.

The installation contractor hereby confirms that the REHAU AWASHAFT chamber system has been installed and commissioned in the referenced project in accordance with the relevant codes and standards and instructions issued by REHAU for the Australia and New Zealand markets.

**Place, Date**

**Stamp and signature of installation contractor**

REHAU warrants for a period of 10 years the supply of new AWASHAFT chamber system components free of charge to which damage has occurred.

Warranty conditions apply - See overleaf.

## 1. SCOPE OF WARRANTY

- 1.1 This warranty applies exclusively to products listed in the Product Book valid at the time of installation and is only applicable to installations carried out within countries covered by the scope of this warranty.
- 1.2 We guarantee that AWASHAFT manholes and inspection chambers (products) are produced in accordance with ISO 9001 Quality Management procedures and are manufactured according to Australian and New Zealand Standards.
- 1.3 REHAU guarantees the quality of its products and that they are free of manufacturing defects for the period of warranty.
- 1.4 This warranty covers faults in the products due to manufacturing defects within 10 years from the date of purchase. After inspection by REHAU, defective product will be replaced or repaired with equivalent goods free of charge.
- 1.5 The payment of damages for loss of use, operational downtimes and system depreciation as well as any other indirect consequential claim for losses shall be excluded.
- 1.6 Any warranty claim made during the warranty period shall not extend the overall period of warranty coverage.

## 2. CONDITIONS

- 2.1 The warranty shall only cover claims for damage due to a fault in the manufacture of the product.
- 2.2 In the event of a warranty claim being made, the party entitled to warranty cover must present the proof of purchase including purchase date.
- 2.3 This guarantee is only valid if the installation of the product has been carried out using REHAU methods and local authority guidelines.
- 2.4 The system must be installed by a competent and licensed plumber or civil contractor. Any damage caused by normal wear and tear, unsuitable or improper use, external influences (e.g. chemicals, detergents, holes inadvertently drilled into the chamber, etc.) as well as incorrect or faulty assembly/installation shall be excluded from the warranty.
- 2.5 The installation contractor must show that the design, installation, commissioning and operation was in accordance with the relevant codes and standards as well as the instructions and technical guidelines issued by REHAU for the Australian and New Zealand markets.
- 2.6 In the event of a claim, REHAU must immediately be given the opportunity to inspect the damage within a maximum period of eight days after the damage occurs and prior to the execution of any remedial measures. Failure to comply with this condition will result in the loss of warranty cover.
- 2.7 Any measures undertaken by REHAU in investigating a claim shall not constitute recognition of liability.

- 2.8 REHAU shall reserve the right to engage the services of qualified companies of its own choice to perform any necessary remedial measures.

## 3. CLAIM PROCEDURE

Contact the distributor or local REHAU sales office where the product was purchased from.

## 4. EXCLUSIONS

Other than as expressly provided by this warranty, to the fullest extent permitted by law, REHAU excludes all liability for damage or injury to any person, damage to any property, and any indirect consequential or other loss or damage.

Under Australian Consumer Law ("ACL"), New Zealand Consumer Law, the Consumer Guarantees Act 1993 ("CGA"), the Fair Trading Act 1986 ("FTA") and other statutes may impose warranties, conditions and obligations on us which cannot be excluded (or which can only to a limited extent by law).

Where you acquire the goods from us as consumer within definitions under the ACL, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are 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.

Where you acquire the goods from us for the purposes of a business, the following limitation of liability applies either:

Under ACL, Subject to Clause 1.5 of this warranty, to the extent permitted by law, REHAU's liability will be limited to: in relation to the supply of goods,

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired.

Or, under New Zealand Consumer Law, CGA and FTA:

- (a) the parties acknowledge and agree that:
  - (i) you are acquiring the goods covered by this guarantee for the purposes of a business in terms of sections 2 and 43(2) of the CGA;
  - (ii) the goods are both supplied and acquired in trade for the purposes of the FTA and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations) and 13 (False and misleading representations); and
- (b) you agree that all warranties, conditions and other terms implied by the CGA or sections 9, 12A and 13 of the FTA or any other statute or common law are excluded from these terms to the fullest extent permitted by law.

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