

# Waste Tank Fix or Repair Warranty

## Formit Services Warranty Document

**Product:** 2000, 4000, 6000 Litre Waste Tank

**Manufacturer:** Formit Services

**Warranty Period:** 2 Years from the Date of Purchase

### 1. Warranty Coverage

Formit Services warrants that the waste tank will be free from defects in materials and workmanship under normal use and service for a period of two (2) years from the date of purchase. This warranty is provided to the original purchaser and is non-transferable.

Standard life expectancy for Formit products under fair and reasonable use is 12 years, however when units are subjected to a regular cleaning and maintenance schedule longer life should be expected.

Formit Services Waste Tanks have been certified against the following Australian Standards:

- AS1170.0 – 2002 Structural Design Actions Part 0: General Principles
- AS1170.1 – 2002 Structural Design Actions Part 1: Permanent, Imposed & Other Actions
- AS4100 – 1998 Steel Structures

And relevant sections of:

- AS1546.1 – 2008 On-site domestic wastewater treatment units - Septic tanks

Formit Services conducts the following testing prior to, during, and after manufacture of our Waste Tanks to ensure our product meets the onsite requirements:

- Pressure testing – at completion of moulding
- Impact Resistance Test (Drop test) – 24 hours after moulding
- Flood test – at completion of assembly the unit is filled and left to sit for minimum of 1 hour to ensure no leaks are prevalent.

Additional Certification has been issued by Government of **Western Australia** department of **Health** in accordance with:

HEALTH (TREATMENT OF SEWAGE AND DISPOSAL OF EFFLUENT AND LIQUID WASTE) REGULATIONS 1974

All certifications can be provided upon request.



## **2. Warranty Claims**

To make a warranty claim, the purchaser must notify Formit Services in writing within fourteen (14) days of discovering the defect. The notification should include the following information:

- Proof of purchase (receipt or invoice)
- Description of the defect
- Video (preferable) or photographs of the defect (if applicable)
- Serial Number

## **3. Warranty Exclusions**

This warranty does not cover:

- Damage caused by improper installation, maintenance, or use
- Damage resulting from accidents, misuse, or neglect
- Normal wear and tear
- Modifications or repairs made by unauthorized personnel
- Damage caused by chemical reactions or environmental conditions

## **4. Remedies**

If a defect covered by this warranty is confirmed, Formit Services will, at its discretion:

- Repair the defective product
- Replace the defective product with a new or refurbished product of equal value
- Refund the purchase price of the product

## **5. Limitation of Liability/Claims**

Formit Services' liability under this warranty is limited to the repair, replacement, or refund of the defective product. Formit Services shall not be liable for any incidental or consequential damages arising from the use or inability to use the product.

a) FORMIT SERVICES PTY LTD shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with FORMIT SERVICES PTY LTD or occasioned to the Customer or any third or other party or to his or their property or interest and whether or not due to the negligence of FORMIT SERVICES PTY LTD its servants or agents.

b) As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the Customer, the Customer shall within fourteen days notify FORMIT SERVICES PTY LTD in writing of the same.

c) FORMIT SERVICES PTY LTD shall not be liable in any circumstances for any;

(i) defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by ) or accident.

(ii) any transport freight charges installation removal labour or other costs;

(iii) defects in goods not manufactured by it but will endeavour to pass on to the Customer the benefit of any claim made by FORMIT SERVICES PTY LTD and accepted by the manufacturer of such goods under a warranty given by the manufacturer of such goods provided that nothing contained in this subparagraph shall limit the rights of the Customer to proceed against FORMIT SERVICES PTY LTD pursuant to the Trade Practices Act 1974.

(iv) technical advice or assistance given or rendered by it to the Customer or not in connection with the manufacture construction or supply of goods for or to the Customer provided always that FORMIT SERVICES PTY LTD has rendered such services with due care and skill and that any material supplied in connection with those services are reasonably fit for the purpose for which they are supplied.

d) The exemptions, limitations, terms and conditions in these terms and conditions shall apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

## **6. Governing Law**

This warranty shall be governed by and construed in accordance with the Australian Consumer Law under which the product was purchased.

## **Contact Information**

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