

RotoTank™

Manufacturers of Water, Chemical, Transport, Septic tanks and Silos

WARRANTY POLICY IN RESPECT OF RotoTank®, RotoTank® Cape, RotoTank® KZN Rotationally Moulded Tanks

1. RotoTank®, RotoTank® Cape, RotoTank® KZN are manufacturers of a wide range of rotationally moulded plastic products used for the purpose of:
 - 1.1 static storage of liquid or solid products;
 - 1.2 storage of liquid or solid products in transit.
2. RotoTank®, RotoTank® Cape, RotoTank® KZN warrants that in normal applications, the tank will have full integrity of retention for its given lifespan from the date of manufacture and in accordance with the specifics to the tank's tracking number which determines the date of manufacture and the operator concerned. The various groups of tank product ranges are warranted as follows:

2.1	VERTICAL STATIC TANKS:	10 (Ten) Years
2.2	HORIZONTAL TRANSPORT TANKS	3 (Three) Years
2.3	SEPTIC TANKS	3 (Three) Years
3. **The aforementioned warranty will not apply in the case of:**
 - 3.1 Any damage sustained to the tank by virtue of, including but not limited to handling, transport, storage and/or erection of tanks or subsequent modification/s thereto;
 - 3.2 Reaction to - and degradation or soiling of the tank from chemical agents not recommended for use by RotoTank®, RotoTank® Cape, RotoTank® KZN (as provided for in clause 7 and with specific reference to the "guide" referred to) with LLDPE thermoplastic polymer and/or soiling or attack from fumes, liquid or solids other than that which would result from normal environmental exposure;
 - 3.3 Damage, tank failure or leakage caused as a result of faulty, poorly fitting or defective connections to the tank;
 - 3.4 Any damage caused by vis major, including but not limited to earthquakes, storms, fires or acts of GOD, war, strike, riot, crime;
 - 3.5 If the tank is used for the storage or transport, if applicable, of substances with a specific gravity higher than which the tank was designed for (see our website: <http://www.rototank.co.za> for relevant gravities in relation to the appropriate substances);
 - 3.6 Any deforming of the tank due to use of trailers or load beds that are of insufficient strength or design;
 - 3.7 High top or lateral stress loads being applied to the tanks by utilising lifting equipment or retention straps or ropes, etc. Over tightened Steel straps, cables or wire are to be avoided as retention equipment;
 - 3.8 Tanks incorrectly mounted in the absence of a solid, smooth, sturdy platform and in the absence of obstructions on the base which could cause puncture damage to the tank base leading to subsequent or eventual failure;
 - 3.9 Failure to install and utilise the tank in accordance with the published specifications.
4. This warranty is subject to the correct installation and utilisation of the tank in accordance with RotoTank®, RotoTank® Cape, RotoTank® KZN published specifications (per our website: <http://www.rototank.co.za>).
5. RotoTank®, RotoTank® Cape, RotoTank® KZN cannot be held responsible for the integrity of the dimensional stability of the LLDPE plastic polymer due to the fact that the LLDPE thermoplastic polymer is subject to uncontrollable and unpredictable changes in its crystalline structure following the moulding process.
6. Liability in terms of this warranty shall be limited to claims which arise from loss of integrity of the product or its design and liability for any other losses and/or damages suffered including consequential losses or damages are specifically excluded.
7. A "Guide to the Chemical Resistance" of Polyethylene is readily available from the website or upon special request. This table is to be considered as a preliminary, general guide to the resistance of Polyethylene to various chemicals. The table should not be used as a basis for final decisions or outcomes because the specific end-use application, tank design and/or conditions of use may have added effects on the tank performance in a particular chemical environment. It is recommended that laboratory testing of the specific end-use application be conducted under actual service conditions.

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8. Since there are many factors beyond our direct control which could influence or effect on the performance of the LLDPE plastic resin, we would strongly advise that our customers carry out relevant tests to ensure that the plastic resin is suitable for the intended application.
9. Liability in terms of this warranty shall NOT be applicable for claims or damages suffered outside the borders of the Republic of South Africa.
10. Liability in terms of this warranty is limited to replacement of a defective unit and does not cover any consequential loss, costs or damage. The Company may at our own discretion opt to replace a defective unit on a conditional basis depending on the pro rata useful life.
- 11. CLAIMS PROCEDURES**
- 11.1 Goods are guaranteed according to this Warranty. Services carry no guarantees/warrantees.
- 11.2 No claim under this agreement shall arise unless the Customer has, within 3 days of the alleged breach or defect occurring, given RotoTank®, RotoTank® Cape, RotoTank® KZN 30 days' written notice by prepaid registered post to rectify any defect or breach of Agreement.
- 11.3 To be valid, claims must be supported by the original Tax Invoice.
- 11.4 Upon on agreement with RotoTank®, RotoTank® Cape, RotoTank® KZN, the Customer shall return any deemed defective movable goods to the premises of RotoTank®, RotoTank® Cape, RotoTank® KZN at the Customer's own cost and packed in the original packaging and all risks for the duration of replacement remain with the Customer.
- 11.5 all claims shall be lodged, in writing, with RotoTank®, RotoTank® Cape, RotoTank® KZN and shall be remitted per registered mail to the following address:
P.O. BOX 1210 IFAFI, NORTH WEST PROVINCE 0260
- 11.6 pursuant to receipt of the claim, RotoTank®, RotoTank® Cape, RotoTank® KZN (whichever is relevant), will appoint the appropriate assessor in order to attend to the assessment of the claim.
- 11.7 said assessor's report and conclusions will be final and binding upon both parties.
- 12. SALES CONDITIONS THAT APPLY:**
- No claim will be considered unless all payments owed to RotoTank®, RotoTank® Cape, RotoTank® KZN has been paid in full.
- 13. INDEMNITY**
- RotoTank®, RotoTank® Cape, RotoTank® KZN, its employees, subsidiaries, contractors and the like are hereby indemnified by the customer for any damages suffered, of whatsoever nature in the collection, delivery, installation and/or utilization of the tanks as alluded to in clause 2 of this warranty and to this end, our standard terms and conditions of sale are to be read as if specifically incorporated herein(available upon request).
- 13.1 The warranty is the only warranty provided by RotoTank®, RotoTank® Cape, RotoTank® KZN and no other extensions, additions of this warranty or the like, will be binding upon us unless reduced to writing and signed by all the parties concerned.

Amended 6 June 2016