

TankMate New Zealand Consumer Warranty Document

CONSUMER WARRANTY

1. This warranty applies to TANKMATE products where the purchaser acquires the products from TANKMATE, or a TANKMATE Dealer or Reseller for his/her own use and not for the purpose of re-supply. This warranty is in addition to any rights and remedies that the purchaser may have under the Consumer Guarantee Act 1993 (CGA) and other laws.

2. TANKMATE warrants that the products are free from defects. A product is defective if it is not delivered in accordance with the agreement of the parties due to faulty material, design or workmanship.

Not covered by the warranty is damage due to ordinary wear and tear; use of the product for applications for which they are not intended; modifications, alterations or repair of the product undertaken by the Purchaser or a third party (not acting on TANKMATE's behalf); failure to follow TANKMATE's instructions (whether oral or in writing); installation, commissioning, operation (e.g. use of the product outside its specifications) or maintenance not in accordance with TANKMATE installation, operation, maintenance or service manual; use of faulty or inadequate ancillary equipment in conjunction with the product; the application of spare parts of poor quality (excluding the application of any TANKMATE original spare parts); accidental or wilful damage or misuse of the product by Purchaser or third party (not acting on TANKMATE's behalf); and Purchaser/end user's or its own product's non-compliance with applicable law and regulation.

3. The terms of this warranty policy may be inconsistent with the warranty statement in the product manual. To the extent of any inconsistency, the terms of this warranty shall prevail.

WARRANTY PERIOD

4. This is a limited manufacturer's warranty of 24 (twenty-four) months from the date of purchase.

5. In case of remedy of defects, the warranty period related to the product as such remains the same after remedy.

REMEDY OF DEFECTS

6. To make a warranty claim, check first with the dealer/onseller from whom the product was purchased.

Alternatively, you can make a claim under this warranty by writing to info@tankmate.co.nz or 56 Second View Avenue, Beachlands, Auckland 2018 New Zealand. The notice shall include a description of the problem, product model, device ID number (if applicable), a date of purchase and a proof of purchase.

The defective product must be returned to the TANKMATE workshop at 56 Second View Avenue, Beachlands, Auckland 2018 New Zealand with a proof of purchase (if requested by TANKMATE).

TANKMATE must remedy defective (parts of) products by repairing or replacing (in whole or part) the defective (part of the) product within reasonable time depending on the nature of the defect.

7. Repair or replacement will be at TANKMATE's own cost, however:

a) All cost and expenses related to transport of (parts of) products from Purchaser's site to TANKMATE' workshop as well as any costs and expenses for dismounting and mounting and de-/re-installation shall be at Purchaser's account.

b) All cost and expenses related to transport of (parts of) products from TANKMATE's workshop back to Purchaser's site shall be at TANKMATE's account if it shows that the product subject to repair or replacement suffers from defects covered by TANKMATE warranty.

c) All costs and expenses related to transport of (parts of) products to and from TANKMATE's workshop, as well as all costs related to repair or replacement shall be at Purchaser's account, if it shows that the product subject to repair or replacement did not suffer from any defects covered by TANKMATE warranty. Such payment is to be made by the Purchaser based on TANKMATE's price lists prior to service and shall cover any costs and expenses related to such service.

8. The product may not be disassembled prior to remedy, other than for the replacement of batteries. Any failure to comply herewith will render the warranty null and void.

STATUTORY RIGHTS

9. TANKMATE products come with consumer guarantees that cannot be excluded under the Consumer Guarantee Act (CGA) 1993. Where a consumer has a right of redress against TANKMATE in accordance with CGA 1993 in respect of the failure of a product to comply with a guarantee, the consumer may exercise the following remedies:

(1) Where the failure cannot be remedied or is of a substantial character within the meaning of section 21 of CGA 1993, the consumer may reject the product and get a refund of any money paid for the defective product or obtain from TANKMATE damages in compensation for any reduction in value of the product below the price paid or payable by the consumer for the defective product.

(2) Where TANKMATE does not remedy the failure within a reasonable time, the consumer might have the failure remedied elsewhere and obtain from TANKMATE all reasonable costs incurred in having the failure remedied or might reject the defective product and get a refund of any money paid for the defective product.

10. To the extent the product is acquired for business needs, TANKMATE liability under this warranty is limited to repair or replacement of the product.

11. Any warranty given to the Purchaser in relation to TANKMATE products by a dealer or reseller (other than the warranty provided in this warranty policy) is not TANKMATE's warranty and is full responsibility of the provider. TANKMATE will not accept claims under any such warranty and will not be liable to the Purchaser or any third party with respect to any such warranty. TANKMATE under no circumstances can be held responsible for the fitness for purpose of a re-sold product