



Kilkee Poly Products Pty Ltd
109 O'Sullivan Beach Road
Lonsdale SA 5160
Phone 08 8186 6462
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WARRANTY

Subject to and in accordance with the Terms & Conditions of the WARRANTY below, Kilkee Poly Products Pty Ltd, ACN 76 103 582 949 WARRANTS to repair or replace (at our sole discretion) any defect or fault, to Kilkee above ground products manufactured by us, for a period of 20 YEARS in mainland Australia, where such a defect is a direct result of the manufacturing process.

Conditions of warranty

- 1 The warranty period commences on the date the product was manufactured
- 2 The original invoice or receipt of delivery must be retained & produced as proof of purchase
- 3 The Warranty applies to the one piece polyethylene structure of the product and does not extend to accessories such as the strainer, outlet, tap(s) overflow or any other fittings, parts or accessories, or the product colour which may fade over time
- 4 Our warranty excludes all or part of the product(s) content
- 5 Kilkee products are designed and manufactured for the storage of water at ambient temperatures, in the case of water at elevated temperatures or artesian water, this water must be cooled prior to storage. This warranty will not apply if at the sole discretion of Kilkee that any manufacturing defect is as a direct result of the storage of water at elevated temperatures which has not been adequately cooled.
- 6 Customers must adhere to the installation instructions including but not limited to instructions concerning the fitting of flexible hose from the outlet. Poly, PVC or metal are not a flexible hose. Installation instructions are provided with the product at the time of delivery. Failure to comply with our installation (overflow) instructions Voids your Warranty
- 7 This warranty will not apply in circumstances where at our sole discretion (i) the product has not been properly installed and maintained with or instructions, or (ii) modifications have been made to the product, or, (iii) the fittings and accessories are not suitable, or, (iv) the product is used for purposes other than for which it is intended, or (v) the product at any time has been used to transport water, or, (vi) the product has not been properly secured or it has not been properly prepared, or the overflow has not been directed away from the base and this has been undermined or, (vii) and defect or fault is caused arising from war, riot, civil commotion, terrorist or act of God.
- 8 Repair work is undertaken at ground level either by Kilkee personnel or a qualified third party personnel nominated by Kilkee. It is the customer's responsibility at his/her cost to ensure an elevated product is brought to ground level to effect the repairs. Furthermore, the customer is responsible for any landscaping, plumbing and electrical work, plus costs associated with any other additional labour.
- 9 Kilkee must be notified of any fault via email, postal mail or facsimile within seven (7) days of it occurring and be given the opportunity to inspect the product with 28 days of such notification. Failure to notify us as per the above will void this warranty.
- 10 Repair or replacement of the product(s) pursuant to this warranty will be based upon the original purchase price and having regard to the time remaining on the warranty period.
- 11 Kilkee's liability for breach of warranty terms & conditions which cannot be excluded, restricted or modified shall be limited at Kilkee's option to (i) replacement of the product, (ii) repair of the product, or (iii) supply of an equivalent product.
- 12 To the full extent legally permissible, the liability of Kilkee Poly Products Pty Ltd shall be limited in the manner stated in this Warranty. Kilkee shall not be liable for any injury, loss or damage (whether direct or indirect, special or consequential), or liability suffered or incurred by the customer or any other person or entity arising out of or in any way connected with the supply or operation of any of its products, or any defect in any products, whether in contract, tort, negligence or otherwise.