

HEUNIS STEEL LIMITED MANUFACTURER'S WARRANTY – GALVANISED CORRUGATED STEEL WATER TANK

A. Important notice:

- 1. Heunis Steel is a converter of metal and lining products into, inter alia, galvanised steel water tanks ("the Tanks").
- 2. Heunis Steel is not the producers of the steel or lining products used in the manufacturing of the Tanks, and as such has no control over the composition, chemistry, or quality of steel and/or lining products used.
- 3. The Limited Manufacturer's Warranty ("the Warranty") referred to herein under, as such, only covers the Heunis Steel workmanship in the manufacturing of the Tanks and not the steel used during the manufacturing thereof, which are used in good faith.
- 4. The provisions referred to in (1) to (3) above, are material provisions pertaining to the below Limited Warranty.

B. Warranty:

- 1. Heunis Steel offers the Warranty for a period of 20 (TWENTY) years on the structure of the tank if installed correctly (Tank's workmanship and full integrity), and a 10 (TEN) year warranty on the liner should the tank remain stationary, and no additives are added thereof. There is no warranty on the accessories of the tank. The Warranty starts from the date of invoice.
- 2. The Warranty is not transferable and only for the benefit of the original purchaser.
- 3. The Warranty is an additional warranty to any implied warranty provided for in the Consumer Protection Act, Act 68 of 2008, if and when it may apply.

C. Exclusion not covered by the Warranty:

The Warranty does not apply in the following circumstances:

- 1. Any damage to the Tanks during handling, storage, or erection (installation), or any modification thereof, including but not limited to the drilling of holes or cut outs, which can weaken the structural integrity of the Tank.
- 2. Damage to, or structural integrity issues, to the Tank caused by the application of post-sale paint treatments and the connection of any aftermarket fittings, including but not limited to screws and brackets (inferior, incorrect, broken, lose or defective connections) used by the customer and not supplied by Heunis Steel.
- 3. Overtightening of the pipe fittings on the inlet and outlet of the Tank, which damages the internal seal of the flanges.
- 4. The use of the Tank for purposes for which it was not intended.
- 5. Any damages to the Tank caused by weight carrying or human movement on the Tank's top. The Tank is not designed or intended to carry weight or human movement on top.
- 6. Any damages caused by installing the Tanks below ground level or used whilst moving (not stationary).
- 7. Any damages to a Tank when the top portion of the Thank has been removed, cut, or altered in any way.
- 8. Any damages to the Tank caused by inferior or faulty installation thereof.
- 9. Damages to the Tank due to solvents used or applied on the Tank.
- 10. Aesthetic surface corrosion on the Tank, including but not limited to blistering, white corrosion, or red rust on cut edges.

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Directors: A. Heunis (Managing Director), T. Heunis, M. Carelse

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- 11. Mechanical or chemical damage sustained from placement of the tank within 500m of a saltwater marine environment, heavy industrial, or other unusually corrosive influence.
- 12. Any damage or defect to the Tank, covered by the Warranty, not reported within the limited warranty period.
- 13. Failure by the customer to provide the original proof of purchase.
- 14. Any damages caused by the customer's negligence and/or acts of wilful intent.
- 15. Any damages caused by animals or birds, including but not limited to animal / bird droppings.

D. Installation of the Tank:

This Warranty is subject to the correct installation of the Tank, including but not limited to the following:

- 1. Correct fittings used with sufficient thread seal tape or PTF tape (No hemp and stag).
- 2. No unsupported pipe connections attached to the Tank must be used that will cause any outlet to be under stress.
- 3. No vibrating pipe connections.
- 4. The provision of a proper level, solid, stable, and hard surface base, which can support the weight of the tank and water inside. The customer is advised to use a professional and reputable installer to install the Tank.
- 5. The base upon which the Tank is installed should be larger than the Tank's bottom.
- 6. The Tank is only intended to be used above ground with stationary installation.

E. General:

- 1. Heunis Steel does not accept any liability in terms of installation or structural costs for warranty repairs to existing tanks, or for the replacement of a Tank, including but not limited to Tank Contents, dismantling, assembling or transport to and from Heunis Steel's business premises.
- 2. The Manufacturer does not warrant against algae growth, as it is a natural process resulting from photosynthesis. Algae growth is not considered a defect in the Product, and care should be taken by the customer not to allow sunlight into the tank after installation. Regular inspections of the water quality and maintenance of the Product are essential to prevent excessive algae growth. The Purchaser acknowledges that they are responsible for:
 - a. Regularly inspecting the water quality.
 - b. Installing and maintaining a UV light or chlorine filter system, **<u>if necessary</u>**, to prevent excessive algae growth.

The Manufacturer shall not be liable for any claims, damages, or expenses resulting from algae growth, including but not limited to the discoloration of the water or any other issues related to algae growth

- 3. All repairs to, and replacement of the Tanks, will be done at Heunis Steel's business premises. The customer will at its own cost deliver a damaged or defective Tank (to which the warranty applies) to and collect the repaired or replacement Tank from Heunis Steel's business premises.
- 4. Heunis Steel will under no circumstances whatsoever be liable for any consequential damages or anything other than what has been included in the Warranty.

The customer acknowledges that the terms reflected herein above are material terms to the Warranty, without which Heunis Steel would not have provided the Warranty, and the customer accepts this.