



10 Year Installation Warranty

In so far as this warranty relates to goods, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

In so far as this warranty relates to services, our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to have us repair the fault or a refund for a major failure and compensation for any other reasonably foreseeable loss or damage.

1. Provider of Warranty

Dr Drains Pty Ltd
Address: Unit 2, 25-35 Buckland St, Mitchell ACT 2911
Postal Add: Po Box 109 Belconnen ACT 2616
Telephone: 1300 373 724
Email: service@drdrains.com.au

2. What does this warranty cover?

Dr Drains warrants that the Dr Drains Liner will be free from defects caused by installation or workmanship, subject to normal use, reasonable maintenance and the exclusions set out in this warranty.

3. How long does the warranty last?

This warranty is for a maximum of 10 (ten) years from the Commencement Date.

4. What will Dr Drains do if there is a defect?

Subject to the exclusions in clauses 5 and 6, if there is a defect in the Dr Drains Liner from the installation or workmanship, Dr Drains will correct the failure by repairing or replacing the affected Dr Drains Liner.

5. What is not covered by this warranty?

- 5.1. Dr Drains's liability under this warranty is limited to the cost of repairing or replacing the affected Dr Drains Liner. Dr Drains will not provide any other form of compensation or be liable to pay any other costs associated with any ancillary damage.
- 5.2. Dr Drains is not liable for, and this warranty does not cover (subject to the provisions of the Australian Consumer Law):-
 - 5.2.1. Failure caused by, contributed in whole or in part by, or resulting from any of the following:
 - Abuse, such as, without limitation, vandalism;
- 5.4. Any injury, loss or damage to persons or property arising out of or in any way as a consequence of the installation of the Dr Drains Liner, including any incidental loss or damage to persons or property, loss of use, inconvenience or other incidental or consequential costs; and/or
- 5.5. Any expense incurred by you as set out in clause 10.3.

- The introduction into the piping system of any chemical that would not be permitted in household sewer drainage systems and/or is at temperatures greater than the domestic hot standard;
- Natural disasters or causes, such as, without limitation, flooding, storm, lighting, cyclone or earthquake;
- Attachments to or modifications of the piping system not authorised by Dr Drains;
- External causes, where external, physical or chemical qualities produce damage to the epoxy lining such as, without limitation, an unsuitable or hostile environment including the use of a flame or torch on the epoxy lining; and/or
- Another cause beyond Dr Drains's control including other stresses placed on the pipe or its contents that are not considered normal to the original intended use or function of the piping system;

- 5.3 Any economic loss or damage for any consequential or indirect economic loss or damage caused directly or indirectly by:
 - 5.3.1. The actions, admissions, or stability of the independent contractor(s) who install or service the Dr Drains Liner;
 - 5.3.2. Acts of God;
 - 5.3.3. Corrosion or failure of the host pipe to which the Dr Drains product is attached;
 - 5.3.4. Settling of the host pipe system;
 - 5.3.5. Root intrusion arising from areas outside of the installed Dr Drains Liner; and/or
 - 5.3.6. Use of corrosives, vases fluid, acids, grease or other fluids other than the Dr Drains Liner was designed to carry;

9. Can I transfer this services warranty?

This warranty is transferable to a new owner of the property for a \$400.00 administrative fee payable to Dr Drains us at the closing of the property transaction, and is otherwise non-



6. Exclusions of other representations

Dr Drains excludes all other representations, warranties, conditions, and promises in relation to the quality, fitness or suitability of the Dr Drains Liner except those set out in this warranty and by virtue of law, cannot be excluded.

7. What Dr Drains must do to honour warranty

7.1. If you make a claim, Dr Drains will verify and promptly inspect your claim and advise you whether this warranty responds to your claim.

7.2. Assuming the claim fails within this warranty, Dr Drains will notify you how it proposes to fix the defect(s) and carry out those works promptly.

8. What you must do and how to claim

8.1. To make a claim you must contact Dr Drains in writing at the postal address stated in clause 1. (You are welcome to contact Dr Drains by phone or email if the matter is urgent, but this cannot be in lieu of communication to the postal address.)

8.2. You must provide Dr Drains with the following information and any other additional information Dr Drains may require:

- 8.2.1. Who installed the Dr Drains Liner;
- 8.2.2. Where the Dr Drains Liner was installed;
- 8.2.3. The date of installation;
- 8.2.4. A copy of the quote and a receipt of payment;
- 8.2.5. Details about the nature and extent of the defect(s) and how you came to confirm it; and
- 8.2.6. Any video, picture or written evidence you have in relation to the defect(s).

8.3. To entitle you to claim, you must give Dr Drains the opportunity to investigate your claim prior to engaging any other person to investigate or carry out works on the Dr Drains Liner. A failure to do so will void this warranty.

transferable.

10. Do I have to pay the cost of making a claim?

10.1. Dr Drains will not charge you for processing your claim on the warranty.

10.2. If this warranty responds to your claim, Dr Drains will be responsible for the service and/or labour costs associated with the work under this warranty.

10.3. You are responsible for the following costs:

10.3.1. Those incurred by you in making a claim and any costs incurred prior to Dr Drains being made aware of your claim; and

10.3.2. Dr Drains's costs to investigate your claim if the investigation reveals the claim is not covered by this warranty. In which case, we will issue you an invoice to be paid without delay.

11. Warranty in addition to rights under law

The benefits to you under this warranty are in addition to the other rights and remedies you have under a law in relation to the goods or services to which the warranty relates.

Warranty Commencement Date: _____

Warranty Owner (customer)

Name: _____

Address: _____

Address: _____

[INSERT LICENSEE COMPANY NAME]

Address:

Address:

Phone:

Warranty executed by:

[INSERT NAME AND TITLE]