

WARRANTY

Atlantis Water Management warrants that Atlantis[®] products and systems will be supplied to the stated quality and specifications, without manufacturing defects, and will perform as stated in this document provided the applications, handling and storage and installation methods follow our recommendations.

Atlantis Water Management is not a project designer or installer. However whilst we provide general guidelines for the installation of Atlantis[®] products and systems, all such installations are the responsibility of the installers or users, and the requirements for the installation should be checked by competent professionals.

This Limited Warranty applies solely to the Atlantis Matrix Tank Module manufactured by Atlantis Water Management Pty Ltd. Matrix Large tank plate & Matrix Small tank plate components, manufactured by Atlantis Water Management Pty Ltd. referred to as the "Products."

The structural integrity of the Products, when installed strictly in accordance with Atlantis Water Management Pty Ltd. written installation instructions at the time of installation, are warranted to the Purchaser against defective materials and workmanship for one (1) year from the date of purchase. Should a defect appear in the Limited Warranty period, the Purchaser shall provide Atlantis Water Management Pty Ltd with written notice of the alleged defect at Atlantis Water Management Pty Ltd. or its Local Agent's corporate headquarters within one working week (05) days of the discovery of the defect. The notice shall describe the alleged defect in reasonable detail. Atlantis Water Management Pty Ltd agrees to supply replacements for those Products determined by Atlantis Water Management Pty Ltd to be defective and covered by this Limited Warranty. The supply of replacement products is the sole remedy of the Purchaser for breaches of this Limited Warranty. Atlantis Water Management Pty Ltd liability specifically excludes the cost of removal and/or installation of the Products.

THIS LIMITED WARRANTY IS EXCLUSIVE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

No representative of Atlantis Water Management Pty Ltd. has the authority to change this Limited Warranty in any manner or to extend this Limited Warranty. This Limited Warranty does not apply to any person other than to the Purchaser.

Under no circumstances shall Atlantis Water Management Pty Ltd be liable to the Purchaser or to any third party for product liability claims; claims arising from the design, shipment, or installation of the Products, or the cost of other goods or services related to the purchase and installation of the purchase and installation of the Products. For installed in accordance with all site conditions required by state and local codes; all other applicable laws; and Atlantis Water Management Pty Ltd written installation instructions.

THE LIMITED WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. ATLANTIS WATER MANAGEMENT PTY LTD OR ITS DISTRIBUTOR, SHALL NOT BE LIABLE FOR PENALTIES OR LIQUIDATED DAMAGES, INCLUDING LOSS OF PRODUCTION AND PROFITS; LABOR AND MATERIALS; OVERHEAD COSTS; OR OTHER LOSS OR EXPENSE INCURRED BY THE PURCHASER OR ANY THIRD PARTY. SPECIFICALLY EXCLUDED FROM LIMITED WARRANTY COVERAGE ARE DAMAGE TO THE PRODUCTS ARISING FROM ORDINARY WEAR AND TEAR; ALTERATION, ACCIDENT, MISUSE, ABUSE OR NEGLIGENCE; THE PRODUCTS BEING SUBJECTED TO VEHICLE TRAFFIC OR OTHER CONDITIONS WHICH ARE NOT PERMITTED BY ATLANTIS WATER MANAGEMENT PTY LTD WRITTEN SPECIFICATIONS OR INSTALLATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE INSTALLATION INSTRUCTIONS; THE PLACEMENT OF IMPROPER MATERIALS INTO THE PRODUCTS; FAILURE OF THE PRODUCTS DUE TO IMPROPER SITING OR IMPROPER SIZING; OR ANY OTHER EVENT NOT CAUSED BY ATLANTIS WATER MANAGEMENT PTY LTD . THIS LIMITED WARRANTY REPRESENTS ATLANTIS WATER MANAGEMENT PTY LTD. SOLE LIABILITY TO THE PURCHASER FOR CLAIMS RELATED TO THE PRODUCTS, WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, OR OTHER LEGAL THEORY.

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