

This Warranty is provided by Viper Water Solutions (Viper), as set out below.

Viper Water Solutions warrants that the product supplied is free from manufacturing defects. Viper Water Solutions agrees to replace or repair faulty product free of charge.

Warranty Period: 25 years for AS/NZS4130 and 20 years for RURAL pipe from the date of delivery or sale, whichever is later (Warranty Period). Liability to repair or replace faulty product shall decrease linearly from 100% on the date which is 3 years after delivery or sale (whichever is later) to zero over the balance of the Warranty Period, and shall not in aggregate exceed the total purchase price of the original product supplied.

Warranty Conditions:

1. The defect must be shown to have occurred during manufacture and prior to delivery or sale (whichever is later).
2. Warranty does not extend to any failure or defect caused by normal wear and tear, mechanical overload, abrasion, corrosion, mishandling or incorrect installation or any other cause beyond the control of Viper Water Solutions.
3. No liability will be accepted by Viper Water Solutions if:
 - (a) the design, use and installation is not in accordance with the appropriate Australian standards:
 - (i) AS/NZS 2566 Buried flexible pipelines – Part 1, Design and Part 2, Installation and AS/NZS 2566. 1 Supplement; and
 - (ii) AS2033 Installation of polyethylene pipe systems; or
 - (b) the product has been interfered with, or other action has been taken to remedy any defect, prior to Viper Water Solutions being notified of the alleged defect and Viper being given reasonable time to inspect the product. Interference with the product prior to inspection by Viper will void any claim under this Warranty;
 - (c) the product has been utilised for the transfer of any fluid other than water,
 - (d) the product has been subjected to positive pressure greater than rated at a temperature of 20 degrees Celsius, or pressures reducing linearly as fluid temperature increases.
 - (e) the product has been subjected to temperature greater than 50 degrees Celsius,
 - (f) the product has been subjected to negative pressure at any temperature.
4. No liability will be accepted by Viper Water Solutions for property damage, loss of profits, loss of revenue, loss of use, loss of contracts, loss of production or any indirect or consequential loss or damage. The sole remedy for a breach of this warranty is repair or replacement of the faulty product and to the extent permitted by law, no other warranty express or implied shall apply.

Making a Claim: A Warranty claim by a customer can be made by forwarding a letter containing details of the defect to the address referred to below within 30 days of the defect becoming known to the customer, together with proof of purchase documents evidencing the date and place of purchase and the date of delivery or sale.

Expenses: If the Warranty claim is accepted by Viper Water Solutions, expenses associated with the claim shall be paid by Viper. If the customer has incurred such expenses (with the consent of Viper) it shall supply evidence of those expenses (and payment) to Viper who may accept such evidence and reimburse the customer. Expenses do not include claims for damages or loss, but only claims associated with investigation of the Warranty claim and repair or replacement of the product.

Additional Consumer terms: If the product was purchased by a Consumer (as that term is defined under the Australian Consumer Law) then, in addition to the above, the following provisions also apply to this Warranty:

- (a) This Warranty is in addition to other rights and remedies of the Consumer under any law in relation to the goods or services to which the Warranty relates.
- (b) Notwithstanding the above, the products 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 reasonable 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.