

CDS® NIPPER 0506 GROSS POLLUTANT TRAP WARRANTY



Gross Pollutant Trap - PL0506 “The Nipper” Product Warranty

Everhard Industries Pty Ltd provides a 12 month warranty from the date of purchase against faults and defects in material and manufacture of the PL0506 Nipper polymer components assembly. The stainless steel internal screen is not included in the terms of this warranty.

Everhard Industries Pty Ltd will not be responsible for product failure caused by using the wrong product or an undersized product. Similarly, the warranty will not be extended to cover failure due to incorrect installation, or by failure to comply with instructions or conditions of use, as describes in published literature such as installation manuals and product brochures.

Warranty Exclusions

This guarantee shall be limited only to the repair or replacement of an Everhard Pty Ltd product which is considered, at our discretion, to have failed due to faults in manufacturing. It does not include any other direct or indirect costs such as those associated with removal and re-installation of the product, or the correction of damage to any other part of the drainage system which may have been due to the failure of the Everhard Pty Ltd product.

Other than as expressly set out in this policy statement, Everhard Industries Pty Ltd gives no warranties, representations, descriptions, conditions or statements in respect of the products it supplies, their condition, or suitability or fitness for any purpose. To the extent permitted by law all conditions, warranties, guarantees, representations or descriptions (statutory or otherwise expressed or implied) as to the state, quality or fitness of the Everhard Industries Pty Ltd products (other than those expressly set out in this statement) are hereby excluded and do not apply to Everhard Industries Pty Ltd products.

Under no circumstances shall Everhard Industries Pty Ltd be liable for any special indirect or consequential loss or damage arising out of any Everhard industries Pty Ltd product failing or otherwise being considered to be defective.

Where a condition warranty or guarantee applying to Everhard Industries Pty Ltd products, which is unable to be excluded by law, is breached, then, to the extent permitted by law, Everhard Industries Pty Ltd's liability shall be limited, within its absolute discretion, to any of the following:

- (a) The replacement of the defective product; or
- (b) Repair of the defective product; or
- (c) Reimbursement of the cost of replacing the defective product or acquiring an equivalent product; or
- (d) Reimbursement of the cost of having the product repaired; or
- (e) The supply of an equivalent product.