



RainWater Harvesting Ltd.

WARRANTIES

1. Product Warranty

RainWater Harvesting Ltd warrants that its products and parts will be free from defects in materials and workmanship for a warranty period of

- One (1) year from the date of shipment in the case of electrical products and or products with moving parts (including but not limited to pumps and rain management systems), except
- Two (2) years from the date of shipment in the case of the submersible rainwater pump
- Two (2) years from the date of shipment in the case of products without moving parts (including but not limited to filters, pipes and tanks), or
- Fifteen (15) years from the date of shipment in the case of rainwater harvesting tanks from the Carat, Platin and Rondus range from Graf of Germany (other tanks as given by the manufacturer).

Rainwater Harvesting Limited is a retail supplier of rainwater harvesting products. The company does not offer installation or service of products or systems supplied by the company.

2. Repair, Replacement or Reimbursement Warranty

If the product proves defective during the warranty period, RainWater Harvesting Ltd will:

- repair the product by means of telephone support or by its authorized service representative or installer at no charge for parts or labour,
- replace the product with a product of comparable quality which may be new or refurbished, or,
- refund the amount paid for the product, less a reasonable allowance for usage, upon its return.

In the maintenance of the product, RainWater Harvesting Ltd may use new or equivalent to new parts, assemblies or products for equal or improved quality. All defective parts, assemblies, and products become the property of RainWater Harvesting Ltd. RainWater Harvesting Ltd may require the return of parts, assemblies and products to a designated RainWater Harvesting Ltd representative from which the part, assembly, or product was originally purchased. Return and claims will be handled according to the current RainWater Harvesting Ltd procedure. RainWater Harvesting Ltd reserves the right to charge for service in exception cases and as provided below.

3. Diagnosis and remote support

RainWater Harvesting Ltd recommends the Customer first utilize support materials shipped with the product, product diagnostics, information contained on the Web, email and phone support. If unsuccessful, to obtain service under this warranty, the Customer must notify RainWater Harvesting Ltd Telephone Support or its authorized service representative of the defect within 14 days of becoming aware of the defect and at the latest before the expiration of the warranty period. Customers will provide appropriate assistance to Telephone Support personnel to resolve issues. If the product contains features that enable RainWater Harvesting Ltd or its authorized service representative to diagnose and repair problems with the product

remotely, RainWater Harvesting Ltd may request that the Customer allow such remote access to the product.

4. Site Visits and Training

As a service to our clients RainWater Harvesting Ltd. offer visits by our sales engineers and technical staff at each stage of the installation of a rainwater harvesting system. We subsidise the costs of these visits as a commitment to our customers if they require assistance during the installation phase, the aim being to ensure your experience of our systems is as it should be, problem free. Although installation is simple there are elements which are critical to a correct installation; these visits also reduce the likelihood of later call outs due to installation errors.

- Technical or other call out including pre-installation visit, standard terms: £150 plus mileage*
- Visual check of piping and installation just prior to back-filling, i.e. mid-installation, usually about an hour on site: £75 plus mileage*
- Commissioning visit when installation is complete, usually about an hour on site: £99 plus mileage*
- If first commissioning fails, return commissioning visit: £55 plus mileage*
- Triple check (pre-installation, mid-installation and commissioning): £275 plus mileage*
- Training in clients' offices, target price for 10 people: £25 per person, subject to further discounting for key clients.
- Training at RainWater Harvesting in Peterborough on selected dates: Free-of-charge

* Mileage is free of charge within 30 miles of our Peterborough centre, otherwise 45p per mile. Fixing a date for a visit by one of our technical support engineers often requires 7-10 days notice.

5. Territorial limitations to warranty

The Services are intended for the use of residents of the United Kingdom. Whilst the Company does not prohibit the use of the Services by residents outside of the United Kingdom the Company is not required to ensure that the Services comply with any law other than the laws of England and Wales. If you are an international user (i.e. you are not resident in the United Kingdom) you will be responsible for complying with all local laws. In particular (but without limitation) when ordering goods for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges must be borne by you.

Customs policies vary from country to country; you should contact your local customs office for further information. Please note that when ordering from the Company, you are considered the importer and must comply with all laws and regulations of the country in which you are receiving the goods. Service is available in countries of the European Union for products purchased in a country of the European Union. Outside the European Union, limited service is available from the country of purchase but the Customer will be responsible for payment of shipment and delivery of products or parts under warranty to and from the UK.

6. Exclusions

These warranties shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care after delivery. The warranty does not cover normal 'wear and tear' that occurs in normal everyday use or damage sustained by misuse or use outside the manufacturer's instructions or any costs connected with installation and fitting. RainWater Harvesting Ltd shall not be obligated under these warranties:

- a) to repair damage resulting from attempts by personnel other than RainWater Harvesting Ltd representatives to modify, repair or service the product unless directed by a RainWater Harvesting Ltd representative,
- b) to repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment,
- c) to repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
- d) to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials,
- e) to repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the product's user manual,

Any service identified in the above list and provided by RainWater Harvesting Ltd at the Customer's request shall be invoiced to Customer at RainWater Harvesting Ltd's then current rates for parts, labour and travel.

7. Sole Remedy

The above warranties are given by RainWater Harvesting Ltd with respect to each product and its related items in lieu of any other warranties, express or implied. Rainwater Harvesting Ltd and its vendors or representatives disclaim any implied warranties of merchantability or fitness for a particular purpose or any similar standard imposed by applicable legislation. Rainwater Harvesting Ltd's responsibility to repair, replace, or offer a refund for defective products and related items is the sole and exclusive remedy provided to the customer for breach of these warranties.

8. Respect of customer's legal rights

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province, or country.

9. Consequential Damages

To the extent allowed by local law, except for the obligations specifically set forth in this warranty statement, in no event shall RainWater Harvesting Ltd and its vendors be liable for any indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort, or any other legal theory and irrespective of whether RainWater Harvesting Ltd or the vendor has advance notice of the possibility of such damages.

10. Terms of Supply.

Rainwater Harvesting Limited [terms and conditions of sale](http://www.rainwaterharvesting.co.uk/terms-and-conditions-of-sale) may be found at <http://www.rainwaterharvesting.co.uk/conditions-of-sale.php>. These terms and conditions of sale set out our contractual commitments and they do not affect your statutory rights.

11. Consumer Returns & Cancellation Policy

If you are a consumer and you are not 100% happy with your product, you may return it to us in its original condition within 7 days of delivery for a full refund or exchange. The refund will be made within two weeks of receiving the returned goods using the original method of payment. The goods must be returned in their original condition. **IMPORTANT:** Returning the goods is at your own expense and is non-refundable. If items or packaging have been used or damaged, we reserve the right to apply a re-stocking or repair fee and this will be deducted from the refund. Your notice of cancellation policy is supplied with your email receipt.

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