

AQUAPLATE® steel

when used in the manufacture of water tank lids, walls and bases in Australian applications

Purpose of this Document

1. BlueScope Steel Limited ABN 16 000 011 058 ("BlueScope Steel") has manufactured the AQUAPLATE® steel ("Material") used for the water tank lids, wall sheets and bases ("End Product") to be supplied to {CUSTOMER NAME} ("You").
2. BlueScope Steel prides itself on the quality of all of its steel materials and products.
3. This Warranty offers You **rights and protection** in respect of the Material used for the End Product.

Rights and protection (subject to Limitations and Qualifications set out below)

4. BlueScope Steel warrants that the Material used for the End Product for use at {SITE ADDRESS} will have a life prior to corrosion to perforation in the natural elements of 20 years from {INSTALL DATE}, being the date of installation.

5. Please note:

- a. This Warranty is subject to the limitations and qualifications set out below. Please read these limitations and qualifications carefully. If you have any questions please contact BlueScope Steel Direct, your local BlueScope Steel business or visit www.bluescopesteel.com.au;
- b. The period of this Warranty has been determined in consideration of the intended use of the End Product and the location at which the End Product will be used;
- c. Water tank lids and walls are to be manufactured from single-sided AQUAPLATE® steel, that being where the food-grade polymer film is only on one side of the AQUAPLATE® steel;
- d. Water tank bases are to be manufactured from double-sided AQUAPLATE® steel, that being where the food-grade polymer film is on both sides of the AQUAPLATE® steel.

Rights of Consumers under the Australian Consumer Law

6. Clause 7 applies to You if:

- a. the amount paid or payable for the End Product did not exceed \$40,000 (except where the End Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption, and BlueScope Steel has limited its liability in a manner permitted by the Australian Consumer Law, in which case Your rights are limited to that extent); or
- b. the End Product is of a kind ordinarily acquired for personal, domestic or household use or consumption,

unless You acquired the End Product for the purpose of re-supply or the purpose of using it up or transforming it in trade or commerce.

7. BlueScope Steel 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 reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.
8. The benefits given to You by this warranty are in addition to other rights and remedies You may have under a law in relation to the End Products.

Limitations and qualifications

9. Subject to BlueScope Steel's obligations under applicable laws which cannot be excluded, modified or restricted under law, including as described in clauses 7 and 8:

a. BlueScope Steel's liability to You:

i. shall be limited to BlueScope Steel's choice of one of the following options:

- A. providing the same Material in a quantity sufficient to replace the defective End Product; or
- B. providing equivalent Material in a quantity sufficient to replace the defective End Product; or
- C. the cost of repairing the defective End Product,

ii. shall not include or extend to:

- A. labour costs associated with the removal or repair of the defective End Product, or installation of the

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replacement End Product; and

B. injury to persons, damage to property, loss of income, profit or business, or any other indirect loss arising from or caused in any way by the defective End Product.

b. This Warranty does not cover corrosion to perforation, paint flaking or peeling, wholly or partly due to an event or cause beyond the reasonable control of BlueScope Steel, including without limitation each of the following:

- i. defects attributed to faulty design, method of manufacture or installation of the End Product including problems associated with ponding and damage arising from or caused by the tank platform or stand;
- ii. containment of material other than potable water as defined by the Australian Drinking Water Guidelines;
- iii. mechanical, chemical or other damage sustained during transport, handling, storage, installation or subsequent to installation;
- iv. attack from chemical agents, fumes, liquids or solids other than direct rainwater or run-off falling onto the End Product;
- v. contact with soil, ash, fertilizer, moisture retaining substances, lead or copper and other dissimilar metals, chemical agents, liquid from copper flashings or copper pipes, green or wet timber or treated timber. Refer to Corrosion Technical Bulletin CTB-12 "*Dissimilar Metals*" and CTB-13 "*Contact with Timber*", which are available from www.bluescopesteel.com.au for further information;
- vi. failure to install, use and maintain the End Product in accordance with BlueScope Steel's guidelines and applicable industry standards, including, but not limited to, Technical Bulletin TB-3 "*AQUAPLATE® steel for Water Tanks*";
- vii. failure to remove debris and/or allow free drainage of water (including condensation) from all surfaces of the End Product;
- viii. placement within 500m of salt marine, heavy industrial or other unusually corrosive influences. Refer to Technical Bulletin TB-3 "*AQUAPLATE® steel for Water Tanks*";
- ix. damage caused by water from the overflow outlet falling onto the tank;
- x. damage caused to the AQUAPLATE® steel polymer film arising from or caused by the tank platform or stand, including any fill base material and contact between the tank and the tank platform or stand;
- xi. corrosion arising in unwashed areas;
- xii. installations subject to severe industrial or unusually corrosive environments at any time in the future;
- xiii. accidental or intentional damage by a person or animal;
- xiv. earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God".

c. This Warranty does not cover nor extend to, in respect of the exterior paint system, natural reduction in paint gloss and a natural colour change of the paint finish in normal weather conditions.

d. This Warranty does not cover against aesthetic surface corrosion including paint blistering, white corrosion product or red rust on cut edges.

e. This Warranty does not cover against paint flake and peel arising from paint blistering, white corrosion product or red rust.

f. The application of post paint treatments or systems to the End Product will invalidate this Warranty.

g. For this Warranty to be and remain effective, the following must occur:

- i. the Material must be prime material;
- ii. the End Product must be maintained in accordance with BlueScope Steel's maintenance guidelines as published in Technical Bulletin TB-4 "*Maintenance of COLORBOND® steel and ZINCALUME® steel*" which is available from www.bluescopesteel.com.au;
- iii. all flashings, fasteners or components fixed to or used with the Material must be manufactured from materials approved by BlueScope Steel. Refer to Corrosion Technical Bulletin CTB-12 "*Dissimilar Metals*", and Technical Bulletin TB-16 "*Fasteners for Roofing and Walling Product – Selection Guide*" which are available from www.bluescopesteel.com.au for further information;
- iv. the Material must be installed, used and maintained in strict accordance with, in order of preference, BlueScope Steel guidelines including all relevant Technical Bulletins and Corrosion Technical Bulletins, which are available from www.bluescopesteel.com.au, and all applicable industry standards current at the date of installation. Where no standard applies, the Material must be installed in strict accordance with the Manufacturer's published installation guidelines current at the time of installation;
- v. the Material, as supplied, must not at any time come into contact with an incompatible material;

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- vi. the Material must not be protected from washing by natural rainfall due to structures including, without limitation, canopies, patios, carports or verandas, other than by eaves, which extend no greater than 600mm out from the wall. Corrosion arising in unwashed areas will not be covered by the warranty;
- vii. the Material must not be used as concrete formwork or be immersed during construction or immersed during general exposure.
- h. This Warranty excludes all other warranties, conditions, offers, promises or assurances, whether express or implied, except to the extent that such warranties, conditions, offers, promises or assurances, cannot by virtue of law be so excluded.
- i. If BlueScope Steel provides You with new Materials (whether of the same or equivalent material) to replace the defective End Product covered by this Warranty, the new Materials will be covered by this Warranty for the remainder of its term as if the new Materials were the original Materials. BlueScope Steel will not provide You with a new Warranty in relation to the new Materials provided to You in accordance with this Warranty.
- j. BlueScope Steel reserves the right to inspect the premises at which the End Product has been or will be used as part of the Warranty registration process and/or inspect and conduct tests as necessary at any time after a claim is made under this Warranty.

Enquiries or Notification

- k. Please note that any claim under this Warranty must be notified to BlueScope Steel within a reasonable time (and in any event no more than 30 days) after You first noticed or ought reasonably to have noticed the issue/defect. If BlueScope Steel is not notified of the claim within a reasonable time of You first noticing the issue/defect, BlueScope Steel may in its absolute discretion deny the claim and BlueScope Steel shall have no liability under this Warranty.
- l. You will bear the expense of claiming the warranty.

Initiating a Claim

- 10. To initiate a claim under this Warranty, contact BlueScope Steel Direct on 1800 800 789 or steeldirect@bluescopesteel.com

Warranty Reference #: {REFERENCE NUMBER}

Head Office

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