

# Marine Fuel Tanks 3 Year Limited Warranty

# Limited Warranty.

GHP Manufacturing Pty Ltd trading as Sant Marine (The Seller) warrants to the purchaser for a period of 3 years from the date of the relevant sales invoice, that the goods purchased will be free from defects in materials and workmanship. This warranty applies to normal recommended use and service. No other express or implied warranty is made with respect to the goods purchased. No sample model or description of the goods shall create a warranty that the goods described on the invoice will conform to the sample model or description.

The seller's sole obligation under this Limited Warranty, and the Purchaser's sole remedy, shall be to repair or replace, at the seller's option, any defective parts returned to the seller with the seller's approval within 3 years from the date of the invoice. The fuel sender fitted to the fuel tank by the seller is subject to a warranty of 1 year. Any liability of the seller to the purchaser arising out of or in connection with the sale, delivery or use of goods described on the sales invoice shall not, in any case, exceed the purchase price of the goods so supplied.

### **Disclaimer of Certain Warranties.**

The seller makes no warranties, express or implied, other than those described herein including implied warranties of merchantability, course of dealing or usage in trade. The seller makes no warranty (express or implied) that the goods are suitable or fit for any end use or specific purpose, and the seller shall not be liable for results obtained by use of goods whether singly or in combination with other products. Without limiting the generality of the foregoing, the seller shall not be liable for normal manufacturing defects or customary variations from specification within the rotational moulding process. The seller shall not be liable for any incidental, special or consequential damages.

#### **Exclusions.**

This warranty is voided if installation of the fuel tank is carried out by unqualified person(s) or when carried out in a manner contrary to Sant Marine Fuel Tank installation guidelines. The warranty is voided if the purchaser undertakes any unauthorised adjustment or removal of fuel sender or fittings. The seller shall not be liable for costs incurred in removing or replacing fuel tank in connection with a potential warranty claim in boats by the buyer or by third parties without the express approval of the seller. This warranty applies only to fuel tanks installed in boats within Australia and used exclusively within Australia and its territories.

## **Internal Tank Volume**

Note that the internal volume of a tank if stated, should not be construed as the capacity of a tank. The fuel carrying capacity may vary depending on positioning of tank within the boat, the angle of the boat in the water and location of breathers and fittings.

## Return of goods: Freight Cost.

Only the seller will designate and contact the freight carrier for the return of allegedly defective product. If the product is not determined to meet the warranty criteria, the purchaser may be charged back the freight cost.