

STORMWATER360 – STORMFILTER WARRANTY

StormFilter: Limited warranty on purchase

Stormwater360 warrants to the original purchaser (**Purchaser**) that the stormwater treatment system sold by Stormwater360 to the Purchaser (**Treatment System**) will be free from defects arising as a direct result of the manufacture or installation of the Treatment System.

- **What period does this Warranty on purchase cover?**

The Warranty is valid for a period of three years from the date of purchase if the Treatment System is used for normal use and in accordance with the instructions provided by Stormwater360 at the time of purchase or installation.

Stormwater360 provides a separate warranty for the cartridges that form part of the Treatment System (**StormFilter Cartridges**), provided that the Purchaser either enters into a Maintenance Services Agreement or Cartridge Exchange Programme. Please see the terms and conditions of the Warranty for the Cartridges as set out below.

- **What happens if there is a defect in the Treatment System?**

The Purchaser must provide Stormwater360 with notice of the defect within 15 days of discovering the defect and arrange for Stormwater360 to inspect the Treatment System.

If there is a defect in the Treatment System, the Purchaser's sole remedy is that Stormwater360 will either arrange for the supply of a replacement Treatment System or repair of the affected Treatment System.

- **What does this Warranty on purchase not cover?**

This Warranty does not include any damage to the Treatment System that arises out of the Purchaser's failure to maintain the Treatment System in accordance with the instructions provided by Stormwater360, including applying any materials to the Treatment System or any cosmetic surface damage to the Treatment System.

This Warranty does not cover any claim, damage or loss attributable to any material to which the System or any Treatment System is attached, acts of God including but not limited to fire, severe weather or unusual climatic conditions, efflorescence, normal wear and tear, growth of mould, mildew, fungi, bacteria, or other organisms on the Treatment System, exposure to harmful gases or fumes, water chemicals, foreign substances, excessive salt atmosphere or other events outside Stormwater360's control.

StormFilter cartridges: Lifetime warranty on cartridges

- **What Does This Lifetime Warranty Cover?**

The Lifetime Warranty covers the purchaser of the StormFilter and anyone else who owns it during the design-life of the StormFilter Cartridges, if the Purchaser has maintained the Treatment System in accordance with instructions provided by Stormwater360 and has complied with the requirements of the Warranty on purchase.

- **What Must You Do to Keep the Warranty in Effect?**

The design life of the concrete structure is typically 50 years (unless specified to be longer). The design life of the cartridges is typically 25 years if annual maintenance has been performed by Stormwater360 or approved service provider.

Stormwater360 offers two maintenance options:

- 1) A Full Programmed maintenance service - Stormwater360 manages the complete maintenance operation. Full service reports and maintenance photographs are provided to the owner/resource consent holder (**Maintenance Services Agreement**); and
- 2) Cartridge exchange programme - the owner/resource consent holder elects an approved service provider to carry out cleaning of the vault and removal of pollutants from the cartridges and replaces the empty cartridges with refurbished cartridges filled with the appropriate media from Stormwater360. Spent / empty cartridges are returned to Stormwater 360 for refurbishment (a service report is not supplied by Stormwater360 for Cartridge Exchange).

- **What happens if there is a defect in a StormFilter Cartridge?**

The Purchaser's sole remedy is that Stormwater360 will, at its option, arrange for the repair or replacement of either the components of the affected StormFilter Cartridge or the full StormFilter Cartridge (if required).

- **When does the StormFilter Cartridge need to be maintained?**

Maintenance must be performed at the frequency or period recommended by Stormwater360 and at least once per annum. This frequency is based on extensive experience with rainfall conditions, typical site loadings, and the extensive number of systems installed throughout New Zealand. The site specific maintenance frequency should be determined during the site evaluation and inspection process.

Maintenance should also be performed following the event of a spill or other unusual loading event as set out in the information provided to the Purchaser at the time of purchase or advised to the Purchaser from time to time.

- **How Do You Get Service?**

Maintenance Service Agreements are available through Stormwater360 or approved service providers. These providers have been trained to provide inspections and maintenance of StormFilter systems. Stormwater360 can offer replacement cartridges directly to the owner, or to the service provider. The service provider typically provides all field services related to maintenance. Costs vary by size and type of the system, as well as location of your site

- **What Does This Warranty Not Cover?**

This Warranty does not include StormFilter Cartridges where the devices have not been regularly maintained in accordance with the Stormwater360's recommendations.

The Warranty does not cover non-Standard Stormwater pollutant loading such as spills and illegal discharge. Natural disasters/acts of god are not covered by this Lifetime Warranty.

Standard Stormwater includes pollutants and concentrations generated in typical stormwater run-off defined as pollutants (including gross pollutants, suspended solids, metals, nutrients and hydrocarbons only) that exist within stormwater run-off and that are generated from fully developed and stabilised (where building and construction work ceases) residential, commercial and light industrial (non-manufacturing) catchments and exhibit "typical" pollutant concentrations only.

What is the Period of Coverage?

The warranty extends over the design lifetime of the StormFilter cartridges.

- **What Will We Do to Correct Problems outside of this Warranty?**

Stormwater360 was established in 1996 and has over 800 StormFilter devices and more than 6,000 cartridges installed throughout New Zealand. If StormFilter devices are not maintained as per manufacturer's recommendations, costly repairs and/or fines for non-compliance may result. Stormwater360 can work directly with local Authorities to ensure that operational compliance of your site is met.