



## WARRANTY MANUAL

### Warranty

#### Limited Warranty

Western International, Inc. (“**Western Global**”) warrants upon the terms and subject to the limitations set out herein that each new and unused item of equipment (each being a “**Product**”) is of good workmanship and is free from mechanical defects (the “**Warranty**”). Subject to the terms and limitations set out herein, Western Global will replace or repair any Product which is found to not be of good workmanship or to have mechanical defects.

**NO AUTHORIZED WESTERN GLOBAL DISTRIBUTOR HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF WESTERN GLOBAL, OR TO ALTER OR MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.**

This Warranty is conditional on a Warranty Registration Card, in the form attached, (the “**Warranty Registration Card**”) being completed, signed and returned to Western Global by the original purchaser within 14 days of the delivery of the Product to the original purchaser from Western Global or an authorized Western Global Distributor (the “**Purchaser**”). Failure to provide the Warranty Registration Card will invalidate the Warranty.

Depending on the type of Product (see ‘Warranty by Product Category’ below), Products are warranted for a period of **up to** three (3) years from the date of purchase by the Purchaser (the “**Warranty Period**”), against defects in materials or workmanship under normal use in service, subject to the limitations that are detailed below.

The Warranty Period begins on the date of purchase of the Product by the Purchaser. The benefit of this Warranty shall be exclusively for the Purchaser and does not and shall not in any way be relied upon by any third parties. Western Global excludes any and all liabilities it may have or be deemed to have in respect of any third parties howsoever arising.

This Warranty applies only to the structure of the tank. This Warranty does not apply to: any pipework; valves (internal or external); pumps or other ancillary items associated with the Product (each being an “**Ancillary Product**”), the warranty for which will be provided by the relevant OEM manufactures warranty as provided with such Ancillary Products. Furthermore and without limitation to the foregoing, this Warranty does not apply to: any fluids; filters; fuses; bulbs and/or any other consumable item or normal wearing items (each being a “**Consumable Product**”) unless it can be demonstrated that any such Consumable Product was defective prior to any use, in which case such Consumable Product will be subject to the terms of this Warranty.



The Warranty does not cover and Western Global shall in no way be liable for any faults arising from or damage caused by:

- improper or incorrect installation of a Product including, without limitation, the Product being installed and/or operated otherwise than in accordance with any instructions provided by Western Global with the Product;
- any misuse of the Product (including use of the Product after any damage or defect has been or should have been identified by a Purchaser), user negligence (whether or not intentional) and/or any accident causing damage to the Product howsoever arising including, without limitation, the Product not being used under normal operating conditions for which is it designed;
- lack of proper maintenance of the Product including, without limitation, lack of lubrication, protection and/or maintenance under the supervision of suitably qualified persons;
- any alterations or repairs made to the Product by anyone, including Authorized Western Global Distributors and/or Western Global personnel;
- any damage caused by corrosion caused by materials contained in or dispensed through any Product.

Unless otherwise authorized by Western Global, Western Global reserves the right to determine if any Western Global part(s) is defective and to repair such part(s) as it elects. This Warranty covers shipping costs of the defective parts.

**Warranty by Product Category:**

Steel Tanks:	3 Years from Date of Purchase in respect of materials and workmanship
Poly Tanks & UniChassis:	1 year from the date of purchase in respect of materials and workmanship
Ancillary Items:	As per the OEM Manufacturer's warranty*

\*The warranty is covered by the component manufacturer. Please refer to the component manufacturer's warranty statement that is included in the applicable owner's manual.

Any replacement and exchange parts provided by Western Global or repairs undertaken by Western Global to a Product will be warranted for the remainder of the original warranty, or for a period of ninety (90) days, whichever is the greater.

**Limitation of Liability**

**NEITHER WESTERN GLOBAL, NOR ANY COMPANY AFFILIATED WITH IT, MAKES ANY WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE PERFORMANCE OR QUALITY OTHER THAN AS SET OUT HEREIN. NEITHER WESTERN GLOBAL, NOR ANY COMPANY**



**AFFILIATED WITH IT, SHALL NOT BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR RESTITUTION, OR FOR BREACH OF STATUTORY DUTY OR MISREPRESENTATION, OR OTHERWISE, FOR ANY LOSS OF PROFIT; LOSS OF GOODWILL; LOSS OF BUSINESS; LOSS OF BUSINESS OPPORTUNITY; LOSS OF ANTICIPATED SAVING; LOSS OR CORRUPTION OF DATA OR INFORMATION; AND/OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE SUFFERED BY THE PURCHASER. THE LIABILITY OF WESTERN GLOBAL TO THE PURCHASER FOR DAMAGES ARISING OUT OF THE MANUFACTURE, SALE, DELIVERY, USE, OR RESALE OF THE PRODUCT SHALL BE LIMITED TO AND SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. THIS WARRANTY DOES NOT AFFECT ANY PURCHASER'S STATUTORY RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION IN FORCE, NOR THE PURCHASER'S RIGHTS AGAINST THE RETAILER ARISING FROM THE SALES/PURCHASE CONTRACT. IN THE ABSENCE OF APPLICABLE NATIONAL LEGISLATION, THIS WARRANTY WILL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY. NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE THE LIABILITY OF WESTERN GLOBAL FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE IN RESPECT OF THE PRODUCT; OR FRAUD OR FRAUDULENT MISREPRESENTATION.**

#### **Warranty Claim Procedures**

**ALL CLAIMS MUST BE MADE WITHIN THIRTY (30) DAYS FROM THE DATE ON WHICH THE PURCHASER BECOMES AWARE OR SHOULD HAVE BECOME AWARE OF ANY DAMAGE OR DEFECT WITH THE PRODUCT.**

Warranty claims by the user should be made directly to an authorized Western Global Distributor, preferably the one where from who the Product was purchased, unless otherwise authorized by Western Global in writing.

To obtain warranty service, the Purchaser should return any defective Products to Western Global or any authorized Western Global Distributor during the Warranty Period. Repair or replacement of parts shall be performed by Western Global or the relevant authorized Western Global Distributor only after the Product has been inspected by Western Global and Western Global has determined that the Warranty applies.

All Products or parts returned to must be accompanied by a warranty claim, proof of sales and Return Goods Authorization (“RGA”) number which must be obtained from Western Global’s Customer Service Department before Products are returned to Western Global or an authorized Western Global Distributor. Any parts will be tested at Western Global (unless other arrangements have been made with an authorized Western Global Distributor) to validate any claim under this Warranty.

**ANY CLAIMS MADE WITHOUT PROPER DOCUMENTATION WILL AUTOMATICALLY BE DENIED AND THE COSTS OF RETURNING THE PARTS AND/OR PRODUCT WILL BE CHARGED TO THE PURCHASER WITH NO FURTHER ACTION TAKEN ON THE CLAIM. ANY PRODUCT RETURNED**



**DISASSEMBLED AND/OR WITH MISSING COMPONENTS WILL AUTOMATICALLY BE DENIED AND THE COSTS OF RETURNING THE PARTS AND/OR PRODUCT WILL BE CHARGED TO THE PURCHASER WITH NO FURTHER ACTION TAKEN ON THE CLAIM.**

**WESTERN GLOBAL RESERVES THE RIGHT TO ALTER ANY PROGRAM OR DETAILS, PRODUCT DESIGN OR CONSTRUCTION, PRICES AND SPECIFICATIONS, WITHOUT NOTICE AND WITHOUT INCURRING ANY OBLIGATION.**

## **WARRANTY INFORMATION FOR AUTHORISED DISTRIBUTORS**

- Diagnostic time is **NOT** included in warranty coverage.
- Email warranty inquiries to:
  - North America [nawarranty@western-global.com](mailto:nawarranty@western-global.com)
  - UK & Europe [euwarranty@western-global.com](mailto:euwarranty@western-global.com)
  - Middle East & Africa [meawarranty@western-global.com](mailto:meawarranty@western-global.com)
  - Asia & Pacific (including Australia) [apacwarranty@western-global.com](mailto:apacwarranty@western-global.com)
  - Email must include the following:  
*Proof of Purchase, Serial Number, and photo of issue*

**NO DISTRIBUTOR HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF WESTERN GLOBAL, OR TO ALTER OR MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.**

### **Warranty Requirements**

- Distributors are required to honor warranties. Please review the Western Global Warranty Procedures.
- Wear and tear caused by normal use, damage caused by accident, abuse, off road use, faulty installation, misapplication, improper maintenance, violations of product manuals, warnings, misuse of operation instructions, or Acts of God are not warranted
- Western Global will not be responsible for paint and finish deterioration from our product being stored improperly while it is in a Distributor's inventory.
- Use of parts other than genuine Western Global parts in repair or service of Western Global products will result in the voiding of the Western Global warranty.
- Any unauthorized modifications will void the warranty.

### **Western Global Responsibilities**

- Warranty Western products for up to three (3) years per the limited warranty.
- Credit owner for defective part(s) returned to Western Global.
- Responsible for freight costs incurred by the distributor in returning Products covered by the Warranty to Western Global and in sending out replacement part(s).

### **Purchaser's Responsibility**

- Fill out and submit warranty card
- Advise Western Global of warranty issue before taking steps to try and rectify issue.
- Obtain a Return Goods Authorization number from Western Global before returning Products to the distributor



- Properly maintain, operate, and/or store their Western Global product in accordance with the owner's manual.
- Use the proper materials for each model of tanks.

### **Contested Warranty Claims**

If a customer insists on a warranty repair and there is some doubt that the repair is warrantable, call Western Global in the first instance.

**NOTE: WESTERN RESERVES THE RIGHT TO ALTER ANY PROGRAM OR DETAILS, PRODUCT DESIGN OR CONSTRUCTION, PRICES AND SPECIFICATIONS, WITHOUT NOTICE AND WITHOUT INCURRING ANY OBLIGATION.**



## WARRANTY REGISTRATION CARD

1. PURCHASER INFORMATION:					
Company Name:					
Address:					
Town / Suburb:		State:		P/Code:	
Phone:		Fax:			
Email:					

2. PRODUCT INFORMATION:			
	PRODUCT 1	PRODUCT 2	PRODUCT 3
Sales Order:			
Serial Number:			
Model:			
Date Received:			
Tank Location:			

3. COMPLETED BY:			
Name:		Date:	
Position:		Signature:	

4. RETURN TO WESTERN GLOBAL:		
VIA POST	VIA FAX	VIA EMAIL
[INSERT ADDRESS]	[INSERT NUMBER]	[INSERT EMAIL]