## **Biolytix BioPod product warranty**

When you buy a Biolytix BioPod from an accredited Biolytix installer, you automatically receive our standard BioPod Warranty (detailed below).

Biolytix Limited (NZ Company No.3265414) ("Biolytix") warrants the following components of your Biolytix Biopod will be free from defects in material and workmanship for the following periods of time, commencing on the date of installation, subject to the conditions set out below.

Tanks: 15 years

Electrical components and Pump: 2 years

BioPod filter beds: 2 years

- 1. Biolytix will, during the warranty period, repair or replace (at its option) the component or such parts as are proven to be faulty, with the same or equivalent component free of charge.
- 2. This warranty extends to the repair or replacement of Biolytix Biopod components only. It does not cover any labour, freight or travel costs that may be incurred in the repair or replacement of the faulty component.
- 3. This warranty is valid only in relation to a Biolytix Biopod used to treat domestic waste water inflow.
- 4. This warranty does not cover defects due to:
- (a) the connection or deposit of any additional sources of waste (other than normal household waste) into the system either directly or indirectly, other than as approved in writing by Biolytix or in accordance with written instructions and documentation supplied by Biolytix;
- (b) modifications of the surrounding landscape, including but not limited to landscaping and drainage works, after installation of the Biolytix Biopod;
- (c) failure to use the system in accordance with the Owner's Manual or other instructions from Biolytix;
- (d) failure to maintain the system in accordance with the recommendations of Biolytix. The Biolytix BioPod needs to be serviced annually. Servicing must be undertaken by a Biolytix accredited service agent. Failure to undertake annual servicing of the system will invalidate this warranty;

- (e) a Force Majeure Event, where a Force Majeure Event means any cause outside the reasonable control of Biolytix, including but not limited to, damage resulting from earthquake, fire, flood, storm, lightning, soil subsidence, ground water table variations or electrical supply fault.
- (f) the Biolytix BioPod being overloaded by hydraulic or biological loadings greater than the design capacity;
- (g) the actions of a third party; and
- (h) any modifications or repairs being undertaken to the BioPod by anyone other than a Biolytix accredited installer or service technician.
- 5. All charges incurred for labour, repairs, replacement components or parts not covered under this warranty or due to defects arising from any of the causes listed in clause 4 shall be the responsibility of the owner.
- 6. Damage to your BioPod as a consequence of installation that was not carried out to our specifications or not carried out by a Biolytix accredited installer is not covered by this warranty.
- 7. Damage to your Biopod that is a consequence of a failure of any irrigation system, soil absorption trenches or any other form of soil dispersal system connected to your BioPod is not covered by this warranty unless the soil dispersal system was supplied by Biolytix with your Biopod and installed by a Biolytix accredited Installer.
- 8. Damage to your BioPod that is a consequence of changes made to your soil dispersal system by anyone other than a Biolytix accredited installer is not covered by this warranty.
- 9. This warranty is conditional upon the full invoiced price being received for supply and delivery of the BioPod and upon the owner notifying Biolytix immediately upon becoming aware of any defects. Proof of purchase (including relevant installation documentation) must be supplied to Biolytix with any warranty claim. All warranty claims must be made before the expiry of the warranty period.
- 10. This warranty does not extend to Biolytix Biopod components repaired or replaced during the warranty period.
- 11. To the fullest extent permitted by law, Biolytix will not be liable to the customer or owner for any incidental or consequential loss.
- 12. The rights described in this warranty certificate are in addition to the statutory rights to which you may be entitled under the Consumer Guarantees Act 1993.