

Limited Warranty

Canplas Industries Ltd. hereafter referred to as "Manufacturer" and Dux Industries Ltd. hereafter known as "Distributor" warrants to the original purchaser ("Original Purchaser") of Endura® XL Grease Management Products (hereafter referred to as "Products") that the Manufacturer (through the Distributor) will:

replace any Products that are found by the Distributor to be defective in materials or workmanship; or

refund the purchase price to the Original Purchase, if the Manufacturer or Distributer determines that replacement is not commercially practical or cannot be made in a timely manner.

The warranty is for a period as designated for the components of the product below from the date of purchase of the Products by the Original Purchaser and subject to the terms of this warranty.

Lids and Internal Components – 5 years

Body – 20 years

Any Products believed to be defective by the Original Purchaser must be returned (with proof of purchase and with freight pre-paid) to the Distributors facility located at 32 Mahia Road, Manurewa, Auckland, or, at the Distributors discretion, an onsite inspection may be arranged. The Manufacturer (through the Distributor) reserves the right to inspect all allegedly defective Products and request other evidence to assist in assessing whether the warranty or any limitations/exclusions apply. Following the Distributor's inspection, the Distributor, at its sole discretion, will determine if any of the Products are defective in materials or workmanship. If defective, any replaced Products will be sent to the Original Purchaser freight pre-paid. The Manufacturer or Distributor can elect to either retain or return any defective Products that are replaced or refunded. If any of the Products are not covered by this warranty, those Products will be promptly returned to the Original Purchaser.

The Manufacturer and/or Distributor reserves the right to discontinue or modify any of the Products at their absolute discretion, and shall not be liable as a result of such discontinuation or modification. The Manufacturer (through the Distributor) may however replace any Products under this warranty, at its absolute discretion, with substitute Products of comparable quality and/or price range in the event the original Products have been discontinued or modified.

Limitations

This warranty does not cover:

Products that have not been installed, maintained or operated in strict compliance with the Manufacturers written instructions, as published from time to time, and in accordance with any applicable codes and standards;

Products installed in a non-commercial application;

Products without proof of purchase information;

any labour, installation or repair costs, including those required for field repair or replacement or removal of any allegedly defective Products;

any damage or defects as a result of normal wear and tear, improper operation, abuse or alterations to the Products;

Products that have been used in more than one installation or installed in improper applications;

acts of nature, building settling, structural failures of constructed walls or foundations;

improper installation, storage, handling, failure to properly care for and maintain the Products;

Products used outside of New Zealand;

any other cause outside the control of the Manufacturer and/or Distributor; and

any consequential losses of any kind arising directly or indirectly from any defective Products.

Exclusion of any other warranties

This express warranty is in lieu of and excludes all other warranties, liabilities and obligations of the Manufacturer and Distributor (whether expressed, implied or statutory) to the fullest extent permissible by law, including:

implied warranties of merchantability or fitness for a particular purpose;

the application of part 3 of the Contract and Commercial Law Act 2017 (previously the Sale of Goods Act 1908); and

the United Nations Convention on Contracts for the International Sale of Goods.

Transferability

In the event of a change in ownership the warranty may be transferred by the Original Purchaser of the Product to the first subsequent owner, subject to the terms and conditions of this warranty. This warranty is therefore only transferable once and is not transferable to any owners after the first subsequent owner.

Other Conditions

In no event, shall the Manufacturer or Distributor be liable for consequential or incidental damages of any kind, including any damage to property or any persons, resulting from the breach of any warranty, liability or obligation of the Manufacturer or Distributor, unless such exclusion is prohibited by law.

No representative of the Manufacturer or Distributor or any other person is authorised to make any offer to an Original Purchaser or change or modify this Warranty, unless authorised by the Manufacturer or Distributor in writing.

The purchase of the Products and this warranty is governed by the laws of New Zealand. The New Zealand courts shall have jurisdiction to settle any dispute or claim arising out of or in connection with the Products or this warranty.

Limited Warranty Registration Card

Congratulations on your purchase of the Endura® XL Grease Trap. This product is supplied with a Limited Warranty, valid only when this warranty card is filled out and returned to the Manufacturer/Distributor (Dux) within one month of the installation.

Scan and email the below completed registration form to dux@dux.co.nz or

complete online at www.dux.co.nz/greasetrapwarranty

Installation Location

*Name: _____

*Address: _____

Tel: _____

Mob: _____

Purchased From:

*Merchant Name: _____

*Address: _____

Tel: _____

Installer Details:

*Name: _____

Address: _____

*Email: _____

Tel: _____

*Mob: _____

*Date of Install: _____

Please send more information about Dux Products ☐

*Grease Trap Installed

DGT75 ☐

DGT75P ☐

DGT100 ☐

DGT100P ☐

Flow Control Format

☐

Internal

☐

External

Is this a new installation

☐

Yes

☐

No

Where was it installed

☐

On Floor

☐

In Floor – inside building

☐

Floor Below

☐

In ground – outside

Where did you hear about the product? _____

Was this the first Endura® XL Grease Trap you have installed?

☐

Yes

☐

No

How do you rate the Endura XL based on experience of past installations?

NOTE: Installation workmanship is not covered by this warranty and should be discussed with the installer.