

ASSIGNED PROJECT SPECIFIC 10 Yr PRODUCT WARRANTY

Contractor: _____ and Owner: _____

Date: _____

Project: **Helena Bay Estate, New Zealand**

Products included in this warranty: **Kingspan Kooltherm® K10FM (75mm)**

Kingspan Insulation Pty Ltd (hereinafter referred to as "Kingspan") hereby confirms that the aforementioned rigid Kooltherm insulation products are manufactured to ISO9001:2008 quality standards in accordance with the company's product specification schedule and in compliance with the Insulation Materials Standard AS/NZS 4859.1:2002.

These specific building insulation products sold by KINGSPAN are warranted on delivery to be of the quality herein specified. Furthermore these products are warranted against manufacturing defects for a period outlined as 10 years from installation.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

To honour this warranty, Kingspan must be satisfied that the product has been unaltered and stored, handled and installed by a qualified tradesman in accordance with KINGSPAN's Installation Instructions as outlined within its technical literature and/or its website current as of the date of installation.

To claim on this warranty, the consumer must submit to their supplier full details and evidence of the fault, extent of the fault and proof of purchase, to be forwarded to Kingspan at the address below. Any expenses incurred in making a warranty claim will be borne by the claimant. This warranty is provided in addition to other rights and remedies you have under law.

KINGSPAN makes no other warranties expressed or implied including but not limited to the implied warranties of merchantability and fitness for purpose as a residential and commercial building insulation material, specific to its recommended application. In the event of a claim KINGSPAN's sole obligation shall be, at its option, to repair, correct or replace the affected area so deemed faulty by authorised employees or agents. KINGSPAN's liability shall be limited to the replacement cost of the faulty material discounted proportionately to the ratio of the warranty period not achieved relative to the full warranty period.

KINGSPAN's liability to the buyer and or Project Owner is specific to the nominated building project and is restricted solely to the product found to be defective. KINGSPAN's liability to the buyer is strictly limited by the warranties provided above. Any other condition, warranty or any other implied term not expressly contained above is hereby excluded. KINGSPAN will not be liable to the buyer, whether in contract, tort (including negligence), strict liability or by virtue of the breach of any statutory duty or otherwise.

Without limiting in any way the extent of the general exclusions set out above KINGSPAN will not be liable for:

- Any damage to products sold in conjunction with a KINGSPAN product nor to any damage resulting from the installation of those products. Any claim in relation to another manufacturer's product is to be made to that manufacturer directly. KINGSPAN offers no indemnity for any products sold in conjunction with their products nor for any damages resulting from the installation of those products.
- Any damage to KINGSPAN products or any damage incidental to the installation and assembly of the same resulting from any recommendations made by a representative of KINGSPAN including, but not limited to, the products sold in conjunction with KINGSPAN. Determination of the suitability of the products sold in conjunction with KINGSPAN products is solely the responsibility of the buyer. KINGSPAN takes no responsibility for any recommendation and buyers are encouraged to obtain independent advice.
- Any damages to KINGSPAN products, or any damages incidental thereof, caused by the installation and assembly of KINGSPAN products. The buyer should satisfy themselves that every effort has been made to ensure the assembly compatibility and correct installation has been achieved. KINGSPAN takes no responsibility for the assembly or installation of KINGSPAN products.
- Damage caused by contact with aggressive chemicals, incompatible metals, immersion in water, chemically treated or green timber, storm and tempest or other acts of God.

Without limiting in any way the extent of the exclusions set out above and limited solely to the original project and application. KINGSPAN agrees to repair or replace the product where, on proper inspection by KINGSPAN, it has been agreed between the parties that the product is defective beyond what would be considered fair wear and tear.

NOTE: This warranty document is valid as of 1 January 2012, it is not transferable, and, a change in building owner or the purpose for which the building is being used will cancel the validity of the warranty unless first giving notice to KINGSPAN INSULATION Pty Ltd which reserves the right to validate any warranty, specific to the intended use of a building.

Signed on behalf of Kingspan Insulation Pty Ltd:



Scott Gibson
Managing Director

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