

WARRANTY

Thermakraft Industries (NZ) Ltd ("Thermakraft") warrants for a period of 15 years from the date of purchase that **"the Product"** (refers to all Thermakraft "products" as per list on back page), will be free from defects due to defective factory workmanship or materials and, subject to compliance with the conditions below, will be resistant to cracking and rotting to the extent set out in Thermakraft's relevant published literature current at the time of installation. Thermakraft warrants that for a period of 15 years from the date of purchase that the accessories supplied by Thermakraft will be free from defectives due to defective factory workmanship or materials.

Nothing in this warranty shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act 1993 or otherwise (except where the same may be excluded or modified by law).

CONDITIONS OF WARRANTY

This warranty is strictly subject to the following conditions:

- (a) Thermakraft will not be liable for breach of warranty unless the claimant provides proof of purchase along with a written claim either within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
- (b) The warranty is not transferable.
- (c) The Product must be installed by or under the direct supervision of a registered or licensed building practitioner and maintained strictly in accordance with the relevant Thermakraft literature current at the time of installation and it must be installed in conjunction with the components or products specified in the literature. The Product must be installed in accordance with the New Zealand Metal Roof and Wall Cladding Code of Practice. Furthermore, all other products, including coating and joining systems, applied to, or used in conjunction with the Product must be applied or installed by a registered or licensed building practitioner and maintained strictly in accordance with the relevant manufacturer's instructions and good trade practice.
- (d) The project in which the Product is used must be designed and constructed in strict compliance with all relevant provisions of the current New Zealand Building Code ("the Building Code"), regulations and standards and in accordance with the terms specified in any building consent issued by the local or territorial authority in which the project is being undertaken.
- (e) The claimant's sole remedy for breach of warranty is that Thermakraft will either supply replacement product, rectify the affected product or pay the cost of the replacement or rectification of the affected product (at Thermakraft's option).
- (f) Thermakraft will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, Thermakraft will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement or structural movement and/or movement of or failure of materials to which the Product is attached, incorrect design of the structure, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, normal wear and tear, growth of mould, mildew, fungi, bacteria or any organism on any Product surface or Product.
- (g) All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law. In particular, where the Product is supplied for the purposes of a business, the guarantees contained in the Consumer Guarantees Act 1993 do not apply.

DISCLAIMER

The recommendations contained in Thermakraft's literature are based on good building practice, but are not an exhaustive statement of all relevant information and are subject to any conditions contained in the Warranty. All product dimensions and performance claims are subject to any variation caused by normal manufacturing process and tolerances. Furthermore, as the successful performance of the relevant system depends on numerous factors outside the control of Thermakraft (for example quality of workmanship and design), Thermakraft shall not be liable for the recommendations in that literature and the performance of the Product, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code, regulations and standards.

THE PRODUCT

Thermakraft Synthetic Building Membrane Wall Underlays

Thermakraft CoverTEK Synthetic Roofing Underlays

Thermakraft Building Papers (Bituminous) and Roofing Underlays

Thermakraft Synthetic Underlays for Garages / Farm Sheds / Out Buildings

Thermakraft Building Foils and Vapour Barriers

Thermakraft Sarking Overlays

Thermakraft Fire Retardant Foils

Thermakraft Underfloor Insulations

Thermakraft Flashing Tapes

Thermakraft DPC

Thermakraft Thermathene Concrete Underlays