

NURAJACK SE & NURASPIKE - MATERIALS DEFECTS WARRANTY

NURALITE WATERPROOFING LIMITED ("NURALITE") of 60D Leon Leicester Avenue, Mt Wellington, Auckland, New Zealand, **WARRANTS THAT** the NURAJACK SE and NURASPIKE is free from materials defects.

Should the Accessory fail because of a materials defect, NURALITE will at its sole option and cost, either:

- 1 Repair the faulty product; or
- 2 Replace the faulty product.

This warranty lasts for the Warranty Period, is subject to the conditions below.

SPECIAL CONDITIONS FOR WARRANTY:

The warranty provided by NURALITE will only apply where all the following conditions are satisfied:

- 1 The person making the claim under this warranty must do so in writing to NURALITE within the Warranty Period.
- 2 The warranty period for your Nuralite Accessory is 20 years from the date of purchase. This must be documented by an invoice or other proof of purchase from Nuralite or an approved re-seller.
- 3 The warranty does not apply in the event of damage caused by any one or more of the following:
 - (a) Abuse, misuse, the subject of an accident, being dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, improper maintenance, continued use after partial fail.
 - (b) Acts of God, vermin or foreign matter entering e.g. dirt or debris
 - (c) If the Product has been modified, incorrectly adjusted or operated
 - (d) If the Product is tampered with any way or if the damage has been caused by any event of force majeure.
 - (e) If the Product has not been used or maintained in accordance with the manufacturer's instructions as provided with the product.
 - (f) If the Product is exposed to excessive levels of corrosive elements
- 4 Nuralite does not warrant the products are compatible with any other waterproofing system except its own. Furthermore, it does not warrant any tiles or decking system which are used on the Nurajack SE.
- 5 NURALITE shall not be liable for any consequential, economic, indirect or special damage or loss of any kind whatsoever. NURALITE will not be responsible for any costs of labor and installation for the removal or replacement of the Product.
- 6 This warranty will not apply where the Nurajack SE has not been fully paid for.
- 7 This warranty is governed by and will be interpreted in accordance with the laws of New Zealand, and the parties will submit to the non-exclusive jurisdiction of the New Zealand courts.
- 8 This warranty does not purport to negate or modify anything under the Consumer Guarantees Act 1993, other legislation or at common law that applies to the Membrane.
- 9 This warranty is in lieu of all other warranties, expressed or implied whether for merchantability or fitness for particular use or purpose.