

TCL Hunt Warranty for DriSpace Products

Cover

TCL Hunt Ltd (hereinafter **TCL**) warrants to the first owner of the “**DriSpace Building Product**” (hereinafter **Product**) for a period of 15 years, from the date of original purchase, that the **Product** will be free from manufacturing defects when properly installed and maintained according to **Product** published installation instructions. (Refer to the DriSpace website for published installation procedures.) Should any such defect appear, **TCL** will provide either a replacement of the defective **Product** or a refund of the original purchase price at **TCL**'s sole and exclusive option in accordance with the prorating schedule set forth herein. 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). Under no circumstances and in no event shall **TCL** be liable for any labour charges or other expenses whatsoever in connection with the removal or installation of either the original or replacement **Product**. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replaced **Product** and will extend for the balance of the warranty period in effect at the time the **Product** proved defective.

Number of years of use obtained after the original purchase date **TCL**'s prorated share of warranty obligation as follows:

Year 1: Original purchase price.

Years 2 through 15: Purchaser shall incur a 6.6% reduction per year

If the original purchase price cannot be established by the covered person or entity by producing a copy of the original sales receipt, the cost will be determined by **TCL** in its sole and reasonable discretion. **TCL** replacement of the defective **Product** or granting of a refund pursuant to the terms of Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person or entities with respect to any defect. **TCL** will not refund or pay any costs in connection with labour or supporting materials. Any refund or material replacement by **TCL** shall constitute a full settlement and release of all claims of any covered person or entity hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently to the covered person or entity's acceptance of such refund or material replacement.

UNDER NO CIRCUMSTANCES SHALL DRISPACE PRODUCTS BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ECONOMIC LOSS, INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER AS A RESULT OF BREACH OF THIS WARRANTY, NEGLIGENCE OR OTHERWISE.

Conditions of Warranty

- The **Product** must be stored according to the supplier's instructions at all times between purchase and installation.
- The **Product** must be installed according to the **DriSpace** printed installation procedures as set forth on the **DriSpace** website and published literature, and must be designed and constructed in strict compliance with all the relevant provisions of the current New Zealand 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 undertaken.
- The **Product** must be installed by or under the direct supervision of a registered or licensed building practitioner. The **Product** must be installed in accordance with the New Zealand Metal Roofing and Wall Cladding Code of practice.
- If conflicts exist between applicable codes and **DriSpace** installation instructions, the installer is responsible to contact **DriSpace** customer service for clarification of installation instructions.
- Failure to install and finish the **Product** per the **Product** published instructions may affect **Product** performance and will void the Warranty.

What the customer must do

- The claimant must provide proof that he/she is a covered person or entity and notify **TCL** in writing within thirty (30) days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair.
- The claimant must provide proof of the date of purchase and that the **DriSpace** installation procedures were followed, as well as proof of property ownership.
- Upon discovery of a possible defect or failure, the covered person or entity must immediately, and at the covered person or entity's own expense, provide protection of all property that could be affected until the defect or failure is remedied.
- The property owner will be required to submit a sample and photographs of the defective material to **TCL** for analysis. **TCL** will then investigate the claim and examine the material claimed to be defective.
- If requested, the property owner must provide access for examination by an agent of **TCL**. If a defect covered by this warranty is confirmed, **TCL**, within a reasonable amount of time after the inspection, will replace the **Product**, or refund the original purchase price of the defective **Product**, pursuant to the terms of this warranty.

Limitations

- This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:
 - Misuse, abuse, neglect or improper handling, shipping, storage, or installation of the **Product**
 - Improper application or application not in strict adherence to the **DriSpace** written application instructions.
 - Improper installation of framing or other accessories.
 - Settlement or structural movement and/or movement of materials to which the **Product** is attached
 - Damage from incorrect design of the structure.
 - Use of accessories that do not properly receive and/or secure the **Product**.
 - Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado, severe weather (including, but not limited to, unusual climate conditions) or other casualty or act of God.
- **DriSpace Products** are not a food for mould and mildew; however, materials that land on the **Product** may be. Accordingly, growth of mould, mildew, fungi, bacteria, or any organism on any surface of the **Product** (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mould or mildew are expressly excluded.
- Lack of proper maintenance or any cause other than manufacturing defects attributable to **DriSpace Products**. **TCL** will have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.
- **TCL** reserves the right to discontinue or modify any of its **Products** without notice to the property owner/consumer and shall not be liable as a result of such discontinuance or modification. If **TCL** replaces any material under this warranty, it may substitute **Product** designated to be of comparable quality or price range in the event the **Product** initially installed has been discontinued or modified.

Disclaimer & other conditions

- In no event will **TCL** be liable for any incidental, special, indirect, or consequential damages of any kind, including any damage to the building, its contents, or any persons therein, whether resulting from non-delivery or from the use, misuse, or inability to use the **Product**, or from defects in the **Product**. This warranty replaces all other oral or written warranties, liabilities, or obligations of **TCL**.
- 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.
- In no event shall **TCL** be liable for consequential or incidental damages of any kind, including any damage to the building, its contents, or any persons therein, resulting from the breach of the Warranty. No Field Representative or Distributor or Dealer of **TCL** is authorized to make any change or modification to this Warranty.