

## TERMS AND CONDITIONS OF WARRANTY

Proframe® Limited, (hereinafter "Proframe®") warrants to the original end purchaser ("you or claimant") that, for a period of fifteen (15) years from the date of purchase of the Proframe® deck framing system, the Aluminium joist and bearer profiles, the Projack plastic foot and accessories ("Products") will be free from defects due to defective factory workmanship or in materials strictly subject to the terms and conditions set out in this document.

### WARRANTY PERIOD

15 Years from the date of purchase.

### PROCEDURE FOR MAKING WARRANTY CLAIM

1. The purchaser must record the original purchase invoice number, the place and date of purchase and the contact details and signature of the installer on the registration form set out in the back of the Proframe® installation instructions and supply this form in the event of a claim.
2. If you discover a defect in the Product during the term of the warranty, you must notify Proframe® in writing within thirty (30) days from the discovery of the alleged defect but no later than the end of the warranty term.
3. Proframe® will not be liable for any breach of warranty unless, within 30 days after a defect becomes reasonably apparent (or should reasonably have become apparent), you provide notice to Proframe® in accordance with paragraph 2 above.
4. You must allow Proframe® and its agent access, at no cost and at any reasonable time, to the building or property to inspect the affected Products.

### INSTALLATION REQUIREMENTS

5. The Products must be installed, used and maintained during the term of this warranty strictly in accordance with:
  - a. Proframe's technical instruction for use, installation and maintenance of the product as amended or replace from time to time;
  - b. All relevant provisions of the current New Zealand Building Code, regulations and standards.

### REMEDY FOR BREACH OF WARRANTY

6. If Proframe® determines (at its sole discretion) that the claim is valid, Proframe® will (at its option), either:
  - a. replace or repair the Products; or
  - b. refund the purchase price paid by you for such defective Products (excluding the cost of initial installation)

### TRANSFER OF WARRANTY

7. This warranty only applies to an original end purchaser of the Products and is not transferable.

### EXCLUSIONS FROM WARRANTY COVERAGE

8. This warranty does not extend to any products used for installation that are not supplied by Proframe®.
9. Proframe® will not be responsible for uplifting, removal or reinstatement of any material not directly supplied by Proframe®. This includes but is not limited to labour and freight.
10. Proframe® does not warrant against and is not responsible for any material failure, malfunction, or damages attributable to:
  - a. improper installation of the Proframe® products and/or failure to abide by Proframe®'s installation instructions, including but not limited to improper fastening and/or fixing or support;
  - b. installations with insufficient drainage;
  - c. poor design or detailing;
  - d. use of the Proframe® products beyond normal use;
  - e. movement, distortion, collapse or settling of the ground or the supporting structure on which the Proframe® products are installed;
  - f. incomplete scheduled maintenance as outlined in the maintenance schedule;
  - g. any act of God (such as lightning, earthquake, flooding, storms etc.);
  - h. ordinary wear and tear
11. You are solely responsible for determining the effectiveness, fitness, suitability and safety of the Products regarding their use in any application.

### LIMITATIONS

12. Without limiting paragraphs 8 to 10, Proframe® will not be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of mandatory application.
13. Proframe®'s liability with respect to defective Products shall in no event exceed the replacement of such products or refund of the purchase price, as described in paragraph 6.
14. In accepting this warranty, you irrevocably waive any other claims, actions, rights or remedies you may have against Proframe® in respect of any defects in the products.

### MISCELLANEOUS

15. This warranty document is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Proframe® and Purchaser. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Proframe® shall not be bound by any such statements other than those contained in this warranty.