

## PRODUCT WARRANTY

### A. Limited Warranty

Allproof Industries NZ LTD (Allproof) hereby warrants that the following products manufactured and supplied by Allproof shall be free from material defects in materials and workmanship for a consecutive period after the date of shipment. The warranty period for different products provided by Allproof is shown below:

1 year:	Coatings on Powder coated and metal collection channel drain and floor grates
5 years:	Chrome plated brass floor grates, stainless/plastic floor grates, Double strain storm series drains, Plastic Channel drains
10 years:	Acoustic Pipe Insulation
15 years:	BossGully, PVC stormwater grates, and Thermal Pipe Insulation
25 years:	Passive Fire Protection Products, Polymer concrete and stainless steel channel drains, stainless steel shower trays and cast stainless drains
50 years:	PVC fittings (not exposed to UV), bronze drainage products

### B. Limitation of Remedies

Allproof and the distributor acknowledge and agree that the distributor's sole remedy under this limited warranty shall be the repair or replacement of the products or any components thereof which are determined by Allproof to be materially defective in material or workmanship or, at the sole option of Allproof, the refund of the purchase price of the products in question. Allproof shall not be liable for injury to property other than the products themselves.

### C. Disclaimers from Warranty

This limited warranty is given in lieu of all other warranties, whether express or implied. There are no warranties that extend beyond the face of this limited warranty as to the fitness of the products hereunder for any particular purpose. Allproof hereby disclaims any warranty, whether express or implied, that the products hereunder are merchantable.

### D. Products Covered by This Warranty

This limited warranty shall extend to the products and components thereof manufactured, supplied or repaired by Allproof, but shall not extend to products, parts or equipment supplied by other manufacturers and used by Allproof to manufacture and supply products, which shall be warranted only for the period, purposes and conditions extended by such manufacturers to Allproof.

### E. Automatic Termination of Warranty Obligations

Any obligation of Allproof under this limited warranty shall automatically and immediately terminate, without notice from or any further action by Allproof, and Allproof shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

- (i) accident, misuse, abuse or negligent use of the products or any component thereof;
- (ii) any repair, modification or alteration of the products or any component thereof made outside Allproof's facility, except by an employee of Allproof authorised to do so;
- (iii) improper installation or operation (including both mechanical and electrical) of the products or any component thereof; or
- (iv) failure to provide maintenance for the products or any component thereof.

**F. Limitation on Damages (Consequential Damages Excluded)**

Allproof shall not be responsible for, nor does this limited warranty extend to, any consequential or incidental damages or expenses of any kind or nature, regardless of the cause thereof or any knowledge which Allproof may have regarding the probability of the occurrence of such damages or expenses including, without limitation, injury to persons or property, loss of use of the products, lost goodwill, lost resale profits, work stoppage, impairment of other goods, breach of contract, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to the Distributor, its agents, sub-distributors, customers or any other persons.

**G. No Other Warranties, Statements are Opinions**

This limited warranty is in lieu of all other express or implied warranties of Allproof and Allproof does not assume, nor does it authorise any person to assume on its behalf, any other obligation or liability, either verbally or in writing. Allproof and the distributor agree that any statements and representations made by Allproof outside of this Limited Warranty are only Allproof's opinion, are not a part of the basis of the bargain and are not warranted to be accurate. Allproof and the distributor further agree that if any statement by Allproof in this limited warranty or in any agreement or correspondence, whether oral or written, between Allproof and the distributor is construed as an affirmation or promise, it shall nevertheless not constitute a warranty that the products or any component thereof will conform to such affirmation or promise.

**H. Enforcement of Limited Warranty**

The distributor will notify Allproof in writing within seventy-two (72) hours of any product or component thereof to be repaired or replaced pursuant to paragraph A hereof. The distributor's written notice shall specify the product or component thereof as well as list the facts or reasons supporting or underlying the distributor's claim for relief under this limited warranty. Allegedly defective products or components thereof shall be returned to Allproof's facility at the sole cost of distributor, after Allproof has inspected the same or waived the right in writing to do so. In the event that Allproof elects to repair or replace the allegedly defective product or component thereof, Allproof shall ship, at Allproof's expense, said replacement or repaired product or component to the distributor via the lowest priced transportation available to Allproof; provided, however, that Allproof shall be obligated to ship and pay for deliveries only within New Zealand.

**I. Strict Construction Rule Waived**

The distributor hereby waives the benefit of any rule that disclaimers of warranty shall be construed against Allproof and agrees that the disclaimers in this limited warranty and our Terms of Trade shall be construed liberally in favour of Allproof.

**ALLPROOF INDUSTRIES NZ LTD**