

IBS Sustainable Building Supplies (IBS) supplies products, which when used in accordance with all relevant instructions, will be fit for purpose.

As part of our commitment to performance, IBS supplies a warranty in respect of IBS CD Structural Ply and in accordance with the following terms.

These terms and conditions must be read in conjunction with all product specific relevant and applicable technical documentation published or referenced by IBS.

### 1. IBS warrants that:

- 1.1** At the time of delivery to the merchant or site (where applicable) the IBS supplied Product will:
- (a) be free from freight related defects;
  - (b) be free from defects that may have arisen through defective factory workmanship or materials; and
  - (c) conform to the performance characteristics listed on the applicable pass™ (warranted condition).
- 1.2** Once installed properly and in accordance with all appropriate Specifications the Product will continue to meet the relevant provisions of the building code as described on the applicable pass™ (warranted performance).

### 2. Date warranty valid:

- 2.1** IBS warrants:
- (a) the warranted performance for 15 years from proven date of purchase or dispatch from IBS whichever date is the earlier; and
  - (b) the warranted performance for the durability period as specified by the NZ Building Code.

The durability period begins from the date the product is first installed or two months after the date of delivery, whichever is the earlier.

- 2.2** All enquiries relating to this warranty must (in the first instance) be directed to the place of purchase, the supplier or the installer.
- 2.3** By submitting a claim under the warranty, you grant IBS and its agents, consultants and contractors full rights of access, at no cost and at any reasonable time, to the relevant building to inspect the Product and the installation method for the purpose of determining the validity of the claim.

**3. In the event a breach of the warranty is proven, the following applies:**

- 3.1** For any valid and accepted breach of a warranty, IBS will, in its sole discretion, either:
- (a) repair, replace or rectify the defective Product; or
  - (b) refund the purchase price of the defective Product. Where applicable the value will be reduced pro-rata, based on the remaining life of the Product (as set by the relevant durability requirements of the NZ Building Code).
- 3.2** Any action taken by IBS in satisfaction of a warranty claim shall constitute full and final settlement of all claims and IBS's total liability related to a breach of the warranty is limited to the direct cost to IBS of performing either of the above options.
- 3.3** IBS reserves the right to supply other comparable materials or products should the warranted Product no longer be supplied by IBS.

**4. This warranty is subject to the following:**

- 4.1** Receipt of evidence of the date of purchase of the Product.
- 4.2** Evidence satisfactory to IBS of failure of the Product.
- 4.3** Receipt of a written claim from the claimant either within 30 days of when the defect or failure of the Product would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
- 4.4** The claim must include full details of the alleged defect in the Product.
- 4.5** Evidence satisfactory to IBS that all design, storage, transport, installation and maintenance requirements for the Product have been met or carried out in accordance with the Specifications and in terms of best building practice and the building code.
- 4.6** The warranty does not cover failure or problems caused by defective use, failure relating to improper design of the project structure, structural failure, settlement, movement of materials to which the Product is attached or dependent on, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions, inadequate maintenance, growth of mould, mildew, fungi, bacteria or any organism on any Product, or acts or omissions of a third party over whom IBS has no control.

- 4.7 The warranty does not cover failure or loss arising from the failure to follow all relevant IBS advice and requirements or failure to adhere to the Specifications.
- 4.8 Normal wear and tear, including non- performance related changes, are excluded from this warranty.
- 4.9 All relevant information relating to the Specifications is uncontrolled in printed format and is available from IBS (refer to [www.ibs.co.nz](http://www.ibs.co.nz)).

### 5. Limitations

- 5.1 IBS will not be liable for a warranty claim unless:

the use of the Product meets the installation, storage, transport, use and maintenance requirements and Specifications in respect of the Product and the customer is responsible to ensure these are received and understood; and

- (b) the claim procedure set out in these terms is correctly followed and the required information is provided.

- 5.2 IBS will in no circumstances be liable for:

- (a) any damage or loss caused by a person other than IBS, or by any other factor outside IBS's reasonable control, including without limitation fire, moisture, lightning, liquid, strike or lockout, chemicals, insects or animal;
- (b) any damage or loss caused or contributed to by incorrect or improper use or a failure to comply with all Specifications and all applicable building codes, regulations and legislation;
- (c) neglect, abuse, misuse, growth of mould/ mildew/fungi/bacteria or other organism; or
- (d) any direct or indirect loss, or consequential loss or damage, of any kind.

- 5.3 All warranties, conditions, liabilities and obligations implied by law or custom (other than the warranties in these terms) are excluded to the fullest extent permitted by law, and without limitation, where the Product is provided for the purposes of trade, the provisions of the Consumer Guarantees Act 1993 shall not apply.

- 5.4 Except as provided in these terms, IBS will not be liable (under legislation, contract, tort, or otherwise including in equity) in respect of any defects in the Product or for any other