

SYSTEM WARRANTY

PURPOSE OF THIS DOCUMENT

TCL Hunt, trading as DriSpace (“DriSpace”) offers a Roof and Wall Ventilation system (“System”) which comprises of a group of related products and components (“Products”), as described in the Schedule. DriSpace Systems reduce internal moisture and mitigate the risk of associated issues.

The following warranties apply to each System, including the Products that form part of that System.

WARRANTY

1. Subject to the conditions and exclusions set out in this warranty document, and for the Warranty Period as defined below, DRISPACE warrants that each System or Product forming part of that System:
 - a) Will be free of defects due to faulty or defective factory workmanship;
 - b) Will be free of defective materials; and
 - c) Where a product has a BRANZ appraisal or a CodeMark Certificate, it will comply with the relevant provisions of the building code to the extent set out in the relevant BRANZ product appraisal or the CodeMark certificate,

(each are a “Warranty”).

WARRANTY PERIOD

2. Each Warranty runs 15 years from the date of purchase (“Warranty Period”). If a System has been repaired or replaced in accordance with the Warranty, the repaired or replaced System is warranted for the remainder of the original Warranty Period.

WARRANTY CONDITIONS

3. Each Warranty is provided subject to the following conditions:
 - a) The Warranty is not transferrable;
 - b) DRISPACE will not be liable under any Warranty unless the customer complies with the Warranty Claim Procedure below;

- c) Any project in which the System is used, must be designed and constructed in strict compliance with all relevant legislation, regulations, standards and codes (including but not limited to the New Zealand Building Code) and in accordance with the terms specified in any building consent issued by any local or territorial authority with jurisdiction over the area in which the project is being undertaken;
- d) The System must be installed, used and maintained in strict accordance with the installation requirements provided by DRISPACE and all DRISPACE instructions, methods and procedures current at the time of purchase;
- e) DRISPACE will not be liable under any Warranty where a substitute product has been used within the System;
- f) DRISPACE must be provided a reasonable opportunity to inspect the alleged defective System in situ and prior to its removal, repair or replacement; and
- g) In no circumstances may a Warranty claim be made after the expiry of the Warranty Period.

INSTALLATION REQUIREMENTS

- 4. Each System must be installed in accordance with the following requirements for the Warranty to be valid:
 - a) The System must be installed by or under the direct supervision of a registered or licensed building practitioner or qualified roofer and maintained strictly in accordance with any DRISPACE instructions, methods and procedures relating to the System and current at the time of installation;
 - b) The System must be installed using the combination of DRISPACE supplied Products as described in the Schedule; and
 - c) The System must be installed in accordance with DriSpace installation guide and all applicable codes of practice (including but not limited to the New Zealand Metal Roof and Wall Cladding Code of Practice), furthermore, all other products, including joining systems, applied to, or used in conjunction with the System must be applied or installed by a registered or licensed building practitioner and maintained strictly in

accordance with the relevant manufacturer's instructions and good trade practice.

WARRANTY CLAIM PROCEDURE

5. Any claim under this Warranty must be submitted to DRISPACE (to the contact details set out in the Schedule) as follows:
 - a) Written notice of the claim setting out the issues with the System must be given to DRISPACE no later than 28 days after the defect is discovered ("Notice");
 - b) Together with the Notice, the customer must provide a copy of this Warranty and written proof of purchase in the form of an invoice or receipt from the supplier from which the System was purchased; and
 - c) If the defect is discovered after installation, the customer must provide (in addition to the details required under clause 5(a) above) specific details of the installation including the name and qualifications of the installer and the date the System was installed.
6. The customer will be responsible for all expenses incurred in making a claim under this Warranty, including any costs incurred in returning a defective System or Product to DRISPACE for repair or inspection.

LIABILITY

7. In the event that a Warranty claim is made, and that claim is accepted by DRISPACE, DRISPACE's total liability to the customer under the Warranty is limited, at DRISPACE's option, to:
 - a) The supply, at no cost to the Customer of a replacement:
 - i. System or Product; or
 - ii. System or Product that is the same as or functionally equivalent to the original System or Product;
 - b) The repair, at no cost to the customer, of the System or Product; or
 - c) Refunding the customer the purchase price of the affected System or Product,

DRISPACE will not be liable to reinstall the System or Product, or for the cost of reinstallation of the System or Product.

8. Where DRISPACE elects to repair or replace the System or Product, the replacement may vary from the original due to manufacturing techniques and materials used. DRISPACE will endeavour to supply a System or Product that is as similar as possible to the original System or Product.
9. Subject to clauses 7 and 11, DRISPACE will not be liable for any claim, loss or damage (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, howsoever arising.
10. Without limiting any other provision of this Warranty, DRISPACE will not be liable for:
 - a) Any claim, damage or defect arising from or in any way attributable to settlement or structural movement and/or movement of or failure of materials to which the System is attached, incorrect design of the structure, defects attributed to faulty installation of the System, pollution, incorrect cleaning (including the incorrect use of chemicals or cleaning methods), animals or insects, falling objects, neglect, fire, explosion, radiation, collision or other accident, vandalism or malicious damage, acts of God including but not limited to war, riots, industrial action, earthquakes, cyclones, floods, hail or sand storms or other severe weather conditions or unusual climatic conditions, normal wear and tear, mechanical, chemical or other damage sustained during transport, handling, storage or installation, growth of mould, mildew, fungi, bacteria or any organism on the System;
 - b) Any claim, damage or defect arising from the installation of the System;
 - c) Any System or Product removed from its first place of installation and re-installed;
 - d) Any damage or deterioration to any part of the System caused by work carried out on the System after installation including, but not limited to, people walking over or on the System;
 - e) Any damage or deterioration to the extent that it is caused or contributed to by any third party design or engineering of the building or structure in which the System is installed or attached to;
 - f) Any damage or deterioration to the extent that it is caused or contributed to by third party materials and accessories including, but not limited to, clips and nails, fire wall batts and battens; and

- g) Any damage or deterioration due to prolonged exposure to direct or indirect sunlight or ultraviolet radiation.

RIGHTS OF CONSUMERS

11. Where the customer is a consumer as defined in the Consumer Guarantees Act 1993 ("CGA") any benefits under this Warranty are in addition to any rights or remedies that may be available to the consumer under the CGA.
12. If the customer is not a consumer, all warranties, conditions, liabilities and obligations other than those specified in this Warranty are excluded to the fullest extent allowed by law and the Consumer Guarantees Act 1993 does not apply.

SCHEDULE

Systems and products that are specified in DriSpace Residential Systems

https://www.DriSpace.co.nz/wp-content/uploads/2021/03/TCL0015_Residential_Book.pdf

ROOF MATERIAL	ROOF TYPE	ROOF PITCH	FIRE RETARDANT	SYSTEM SPECIFICATION CODE	PAGE
BASE ROOF					
	Trussed & Skillion	3° or above		DS-RU2403-01	12
	Trussed & Skillion	3° or above	✓	DS-FRU3803-01	13
VENTED ROOF					
Steel Longrun	Trussed Roof	3° to <15°	✓	DS-FRU3803-TLV	14
				DS-RU2403-TLV	14
		15° to <30°	✓	DS-FRU3815-TLV	15
				DS-RU2415-TLV	15
		30° or above	✓	DS-FRU3830-TLV	16
				DS-RU2430-TLV	16
	3° to <15° mono	✓	DS-FRU3803-TMLV	17	
			DS-RU2403-TMLV	17	
		✓	DS-FRU3815-TMLV	18	
	Skillion Roof	3° or above	✓	DS-FRU3803-SLV	19
				DS-RU2403-SLV	19
		3° or above mono	✓	DS-FRU3801-SMLV	20
	Sarked Roof	3° or above	✓	DS-FRU3803-SLD	21
			✓	DS-PWSA03-SLD	21
	Pressed Tile	Trussed Roof	15° to <30°	✓	DS-FRU3815-TPV
				DS-RU2415-TPV	22
30° or above		✓	DS-FRU3830-TPV	23	
			DS-RU2430-TPV	23	
WALL SYSTEM					
	SYSTEM TYPE				
	Flexible wall underlay		✓	DS-FRWW01-DMC	24
	Flexible wall underlay on rigid wall underlay		✓	DS-FRWW01-RWU	27
Self-adhering flexible wall underlay on rigid wall underlay		✓	DS-PWSA01-WRS	29	