

Ebuilt and mdm[®]NT Product Warranty

1. Subject to the terms of this warranty statement, warrants

to the original purchaser of a mdm[®]NT product (“the Product”) that the Product will, subject to compliance with the conditions below, be free from defects due to defective factory workmanship or materials. For the avoidance of doubt, the Product will not be defective for the purposes of this warranty to the extent that the Product is performing or operating within any applicable tolerance or rating (or similar) levels as set out in mdm[®]NT relevant published literature current at the time of purchase. mdm[®]NT warrants to the original purchaser of any accessories in respect of the Product supplied by E Built Ltd that such accessories will be free from defects due to defective factory workmanship or materials.

2. Nothing in this warranty shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act 1993 (“Consumer Guarantees Act”) or otherwise (except where the same may be excluded or modified to the maximum extent permitted by law). For the avoidance of doubt, the Consumer Guarantees Act does not apply to any purchaser of the Product who acquires the Product for:

- (a) resupplying the Product in trade;
- (b) consuming the Product in the course of a process of production or manufacture; or
- (c) repairing or treating in trade other goods or fixtures on land, and does not apply if the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption.

3. The term of the warranty in respect of the Product is 15 years from the date of purchase. mdm[®]NT and E Built Ltd is not liable for any claim that is not lodged by the original purchaser within the term of the warranty.

4. The entity giving this warranty is E Built Ltd on behalf of mdm[®]NT, having its registered address at Unit D, 7 Orbit Drive, Rosedale, Auckland 0632. Its contact details are as follows:

- (a) Telephone: 09 9166750
- (b) Email: info@ebuilt.co.nz

Conditions of Warranty

This warranty is strictly subject to the following conditions:

5. E Built and mdm[®]NT will not be liable for breach of warranty unless the claimant has a valid claim and submits a claim in writing to E Built. The written claim must be made within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably

apparent prior to installation, then the claim must be made prior to installation.

6. The claim to E Built Ltd must include the following:

- (a) proof of purchase;
 - (b) the name, physical address, phone number and email address of the original purchaser (as the claimant);
 - (c) the name and address of the licensed building practitioner (as defined in section 7 of the Building Act 2004) (“Licensed Building Practitioner”) who completed the installation (if any); and
 - (d) the date on which the defect became apparent.
- For the avoidance of doubt, E Built Ltd will not process any claim under this warranty unless the claim includes all of the relevant documents and/or information set out in this clause 6.
- (e) The start and finish dates of installation of the underlay.
 - (f) The date of completion of the projects roofing and cladding.

7. The warranty is personal to the original purchaser of the Product and is not transferable.

8. The Product must be installed by or under the direct supervision of a Licensed Building Practitioner strictly in accordance with the relevant E Built Ltd instructions in respect of the Product current at the time of installation. The Product must be installed in conjunction with the components or products specified in the relevant literature.

9. The Product must be installed in accordance with all applicable legal requirements.

10. All other products, including fixing and joining Systems, applied to, or used in conjunction with the Product must first have been verified by a Licensed Building Practitioner and must be BRANZ appraised, (Codemark is not a sufficient approval) then, must be applied or installed by a Licensed Building Practitioner, and must be maintained strictly in accordance with the relevant E Built Ltd instructions and good trade practice.

Product Warranty Statement

E Built Ltd
Product Range
Ventia Underlays and ViBest Tape Product Warranty
New Zealand
09 916-6750
www.ebuilt.co.nz
mdm[®]NT products are brought
to you by Ebuilt NZ Limited.

of the Product, including its suitability for any purpose or ability to satisfy the relevant provisions of the New

Zealand Building Code, regulations and standards.
Literature subject to change without notification.

11. The project in which the Product is used must be designed and constructed in strict compliance with all relevant provisions of the current New Zealand Building Code (as defined in section 7 of the Building Act 2004) (“Building Code”), regulations and standards and in accordance with the terms specified in any building consent issued by the local or territorial authority in the location of the project.

12. The claimant agrees to provide information in relation to the installation and/or maintenance of the Product reasonably requested by E Built Ltd in assessing any claim. E Built Ltd is not liable for under this warranty if the requirements set out in clauses 8 to 11 have not been satisfied.

13. Notwithstanding any other provision contained in this warranty, the claimant’s sole remedy for breach of this warranty is that mdm®NT and E Built Ltd will, at its sole discretion, elect to:

- (a) supply a replacement for the defective Product;
- (b) rectify the defective Product; or
- (c) pay the cost of the replacement or rectification of the defective Product.

If a defective Product is repaired or rectified, the original warranty period will continue to apply based on the original date of purchase of the relevant Product. To the maximum extent permitted by law, mdm®NT and E Built’s liability for failing to comply with any statutory guarantee (or liability under any other warranty, condition or indemnity that cannot be excluded) is limited in the same manner as set out in this clause 13.

14. The claimant is responsible for its expenses in making any claim against mdm®NT and E Built under this warranty.

15. If mdm®NT and E Built Ltd determines that a claim is not valid, E Built may charge the claimant for any labour, materials or transport costs incurred by it in assessing the claim.

16. To the maximum extent permitted by law, except as expressly set out in this warranty, mdm®NT and E Built Ltd will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, mdm®NT and E Built Ltd will not be liable for any claims, damages or defects arising

from or in any way attributable to poor workmanship, poor design or detailing, settlement or structural movement and/or movement of or failure of materials to which the Product is attached, incorrect design of the structure, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, normal wear and tear, growth of mould, mildew, fungi, bacteria or any organism on any Product surface or Product. It is a condition of this warranty that the claimant indemnifies mdm®NT and E Built against any and all of these excluded losses, damages and claims.

17. To the maximum extent permitted by law, all warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded.

18. Any references to statutes or statutory provisions in this warranty include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinated legislation made under them.

The recommendations contained in E Built’s literature are based on good building practice, but are not an exhaustive statement of all relevant information and are subject to any conditions contained in the Warranty. All product dimensions and performance claims are subject to any variation caused by normal manufacturing process and tolerances. Furthermore, as the successful performance of the relevant system depends on numerous factors outside the control of mdm®NT (for example quality of workmanship and design), E Built shall not be liable for the recommendations in that literature and the performance which the project is being undertaken. If requested by E Built Ltd, the claimant must provide a copy of the building consent of the project.



Bestwińska 143 43-346 Bielsko-Biała Poland. EU



7D Orbit Drive
Rosedale, Auckland