

Scope:

Promenaid anodized finishes – Champagne Silver, and Satin Black are made entirely of weather-resistant materials and are suitable for indoor or outdoor use. Promenaid recommends the TrueWood Range (Red Oak) is for indoor use only.

Product Warranty:

Promenaid warrants that the Promenaid Handrail System complies with the requirements of the Consumer Guarantees Act 1993; specifically, that products supplied by Promenaid will be free from manufacturing defects under normal use. <http://www.legislation.govt.nz/act/public/1993/0091/latest/DLM311053.html> The Promenaid Handrail System comes with a 5-year warranty, in effect at date of purchase from Bunnings. That is provided the goods are genuine Promenaid components, and used in accordance with recommendations given, including that the goods have been, or are being used for the purpose for which they were designed. Promenaid warrants that, subject to the exclusions and limitations below, will be free from defects in materials and workmanship during manufacture and that the finish on the product will not chip, peel, flake or blister under conditions of ordinary use and wear for a period of 5 years from the date of purchase (Warranty Period). The Warranty Period commences on the date of sale of the Promenaid Hand Rail System through Bunnings to the original purchaser (Owner). The warranty is offered only to the Owner and does not cover any Promenaid Handrail System that has been purchased second hand. In the case of a defect or to be defective in materials or workmanship, Promenaid (through PSP LTD to Bunnings) in their sole discretion will;

1. Replace, the product free of charge and delivery this to the nearest Bunnings Store
2. Refund the purchase price of the product to a nominated Bunnings Store.

The Promenaid warranty does not cover apparent defects caused by unfair wear and tear or abnormal use of the product, modification or alteration of the product,

improper assembly/installation or failures resulting from inadequate inspection and maintenance or extreme weather. Promenaid reserves the right to discontinue or change the design or colour of the product at any time and without notice or liability. If, for any reason, the product of the type or finish originally installed is no longer available from Promenaid at the time that Promenaid acknowledges that a claim will be covered and Promenaid may refund the original purchase price (through PSP LTD to Bunnings) or offer a substitute product determined by Promenaid of equal quality (through PSP LTD to Bunnings).

Warranty Claims:

1. If cause for a warranty claim, the Owner must first promptly provide written notification and details of any defect in the Promenaid product (including a full description of the defect and a photograph of the same) to Bunnings.
2. A warranty claim must be accompanied by proof of purchase
3. If required by Promenaid the Owner must allow for inspection of the product on site by a representative of Bunnings.
4. This warranty is limited to defects in the materials or workmanship of genuine Promenaid product. It also does not cover accessories additional to the Promenaid product range and/or expendable parts.

Exclusions:

The owner is responsible to determine whether Promenaid is fit for purpose for the intended use and comply with applicable New Zealand Building Codes, Local Planning Laws, Council and where permits are required. Promenaid will not be liable for any dispute, litigation, disagreement, payment, or any problems that may arise, regarding compliance with the applicable building codes, local planning laws or permit requirements in relation to installation of the product. Promenaid shall be liable under this warranty for the cost or at its option, the replacement or refund of the defective products through PSP LTD to Bunnings. All incidental or consequential damages which may arise including, but not limited to business losses, personal property

damage and third-party liabilities are hereby excluded

Other Exclusions:

- Promenaid product is subject to continued ongoing use after a defect or fault is detected
- Promenaid product has been subjected to accidental or intentional damage, collision, crash, impacted by foreign objects or vandalism.
- Promenaid product has been subject to structural contraction or expansion of the property
- Promenaid product has been exposed to harmful or corrosive chemicals, including harmful cleaning compounds and pesticides, fertilizers, fumes, or vapours
- Promenaid product has been subjected to fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail, other acts of God, or any other natural causes.
- Promenaid product does not cover repairs, modifications, alterations or any changes of any kind that were undertaken on the product without prior written authorisation from Promenaid.

STATUTORY RIGHTS AND EXCLUSIONS – NEW ZEALAND

This warranty is in addition to any rights and remedies imposed under the New Zealand Consumer Guarantees Act (1993) that cannot be excluded. Product sold in New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act. You the Owner are entitled to have the product replaced or refunded if the product fails to be of acceptable quality. You are also entitled to a replacement or refund for a major failure of the product and compensation for any other reasonably foreseeable loss or damage. What constitutes a major failure is an objective test of practicality and not necessarily an individual consumer's point of view. This Warranty does not intend to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the New Zealand Consumer Guarantees Act and other New Zealand laws