



PRODUCT WARRANTY PRO-DRAIN 8

Marshall Innovations Limited (**Marshalls**) warrants, subject to the conditions set out below, that Pro-Drain 8 below ground waterproofing protection will:

- Be free from defects due to defective workmanship or materials; and
- Meet the product specifications for Pro-Drain 8 as published on Marshalls' website (mwnz.com) for the minimum durability period required by the New Zealand Building Code from time to time.

Conditions of Warranty

This product warranty will be void and inapplicable if:

1. The product is not installed, used and maintained in a residential home or building designed and constructed to meet the New Zealand Building Code.
2. The product is not installed, used and maintained in accordance with installation, use and maintenance information contained in the Pro-Drain 8 Product Specification published on Marshalls' website (mwnz.com).
3. The person claiming for breach of warranty (**claimant**) does not make a written claim:
 - if the defect was reasonably apparent prior to installation, prior to installation; or
 - if the defect was not reasonably apparent prior to installation, within 30 days after the defect became, or should have become, reasonably apparent.
4. The claimant does not provide proof of purchase and such details of installation (including date of installation and name of installer) as reasonably required by Marshalls.

Limitation of liability

The claimant's sole remedy for breach of this product warranty is, at Marshall's option, for Marshalls to supply replacement product, to repair the affected product, to pay the cost of replacing the affected product or to refund the cost of the products.

Notwithstanding any other provision of this product warranty, Marshalls will not be liable for indirect or consequential loss, special damages, economic loss or loss of profit, whether arising in contract or tort. In particular, Marshalls will not be liable for any claims, damages or defects arising from or attributable to poor workmanship, poor design or detailing, settlement or structural movement, normal wear and tear, or growth of mould, mildew, bacteria or any organism on any product.

This warranty may be transferred to each subsequent owner of the building in which the product is installed or used, provided that each subsequent owner must be notified in writing of, and at all times be subject to, these conditions of warranty. An owner will have no rights under this warranty following any such transfer.

Nothing in this product warranty excludes or modifies any legal rights an owner may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified by law. All warranties, liabilities and obligations, except as expressly set out in this product warranty, are excluded to the fullest extent permitted by law.