



PRODUCT WARRANTY PROTECTO WALL SYSTEM

Marshall Innovations Limited (**Marshalls**) warrants, subject to the conditions set out below, that products comprised in the Protecto Wall System will:

- Be free from manufacturing defects for a period of fifteen years from the date of installation.

The products in the Protecto Wall System comprise the Protecto Wall damp-proof membrane, Jiffy Seal 55 Detail Tape, JS 160H Mastic, Protecto Universal Primer Free Membrane, Pro Drain 8 protective/ drainage board and either of the Protecto #100 Primer or the Protecto Water Based Primer.

Conditions of Warranty

This product warranty will be void and inapplicable if:

1. The products are not installed, used and maintained in a residential home or building designed and constructed to meet the New Zealand Building Code.
2. The products are not installed, used and maintained in accordance with installation, use and maintenance information contained in:
 - the Protecto Wall Specification published on Marshalls' website (mwnz.com); and
 - BRANZ appraisal No. 517 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.
5. Marshall Innovations does not give any warranty as to the suitability of any installer and will not, in any circumstance be liable for the actions or omissions of any installer.

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.