

50 YEAR WARRANTY

TERMS AND CONDITIONS

Premier Insulation Limited (“Premier”) is proud to offer a 50 year warranty on all Premier Glasswool & Polyester insulation products (“Glasswool & Polyester”) on the terms and conditions specified below.



Warranty

1. Premier warrants that its BRANZ appraised Glasswool and Polyester will, for 50 years from the date of installation or the issue of a code compliance certificate (if applicable);
 - (a) satisfy the performance requirements for thermal insulation materials as per NZS4859.1:2002;
 - (b) meet the Glasswool and Polyester technical specifications (as set out in BRANZ Appraisal No. 509 (2014); and
2. The warranties set out in clause 1 above (“Warranties”) are in addition to any rights that may exist under the Consumer Guarantees Act 1993 (subject to clause 7).

Application

3. The Warranties only apply to the original purchaser (and each subsequent owner of the relevant building provided that they have notice of these terms, and in each case in respect of the remaining term only).

Limitations

4. Premier will not be liable for a breach of the Warranties unless:
 - (a) the use of the Glasswool and Polyester meets the installation, use and maintenance requirements specified in clause 13; and
 - (b) the claim procedure set out in clause 10 is correctly followed and the required information is provided.
5. Except as provided in these Warranty Terms and Conditions, Premier will not be liable (under legislation, contract, tort, or otherwise including in equity) in respect of any defects in the Glasswool and Polyester or for any other cost, expense or liability caused by or related to the use of the Glasswool and Polyester.
6. Premier will in no circumstances be liable for:
 - (a) any damage or loss caused by a person other than Premier, or by any other factor outside Premier’s reasonable control, including without limitation fire, moisture, lightning, liquid, strike or lockout, chemicals, insects or animal;
 - (b) neglect, abuse, misuse, growth of mould/mildew/fungi/bacteria or other organism; or
 - (c) any direct or indirect loss, or consequential loss or damage, of any kind.
7. All warranties, conditions, liabilities and obligations implied by law or custom (other than Warranties) are excluded to the fullest extent permitted by law.

8. For any valid and accepted breach the Warranties, Premier will, in its sole discretion, either:
 - (a) repair, replace or rectify the defective Glasswool and Polyester product; or
 - (b) refund the purchase price of the defective Glasswool and Polyester product.
9. Any action taken by Premier in accordance with clause 8 shall constitute full and final settlement of all claims in respect of the Warranties and Premier's total liability related to a breach of the Warranties is limited to the direct cost to Premier of performing either option under clause 8.

Claim Procedure

10. Premier will not be liable for any breach of warranty unless, within 30 days after a defect becomes reasonably apparent (or should reasonably have become apparent), Premier receives:
 - (a) written notice of the warranty claim;
 - (b) written details and evidence describing how the Glasswool and Polyester does not comply with the Warranties; and
 - (c) the Claim Form Details listed in Schedule 1 to these Terms and Conditions.
11. If the defect in the Glasswool and Polyester was reasonably apparent, or should reasonably have been discovered, prior to installation, then any claim must be made prior to installation. In this event Premier will not be liable for a breach of the Warranties or otherwise in statute, contract, tort, or otherwise at law or in equity in respect of the Glasswool and Polyester.
12. By submitting a claim, Premier and its agents are granted full rights of access, at no cost to Premier and at any reasonable time, to the relevant building to inspect the Glasswool and Polyester for the purpose of determining the validity of the claim.

Installation and Maintenance

13. Glasswool must be stored, transported, installed, maintained and used during warranty period strictly in accordance with:
 - (a) the statements and conditions of BRANZ Appraisal No. 509(2014);
 - (b) Premier's technical installation instructions, maintenance and use requirements in respect of the Glasswool and Polyester;
 - (c) NZ Standard 4246:2006: Energy Efficiency - Installing Insulation in Residential Buildings; and
 - (d) all applicable building codes and legislation, as published or varied from time to time.

SCHEDULE 1

Claim Form Details

The following details must be provided with any claim submitted:

- (a) The claimant's name.
- (b) The address of installation.
- (c) The date of installation or issue of a code compliance certificate (if applicable)
- (d) The description of the relevant Glasswool & Polyester product.
- (e) The name of the installer.
- (f) Proof of purchase.