

## PRÎMA IBS Product Warranty

# Warranty of PRÎMA*CTU*™ tiling underlay supplied by IBS

This warranty applies to IBS supplied **PRÎMA***CTU*<sup>™</sup> when used in accordance with all IBS **PRÎMA***CTU*<sup>™</sup> information.

#### Warranty period:

15 years from proven date of purchase.

All enquiries relating to this warranty must be directed to the point of sale or installer in the first instance.

#### **IBS warrants that:**

At the time of delivery to the merchant or site (where applicable), the **PRÎMA** *CTU*™ supplied by IBS, is free from freight related defects, factory defects and conforms with NZS 2908.2.

The design, installation, storage and handling advice provided by IBS will result in building work that complies with relevant provisions of the NZ Building Code, providing that all advice from IBS has been followed, and providing the required maintenance has been undertaken.

## In the event of proven product failure the following applies:

- > IBS will supply replacement materials without charge.
- The installer will be responsible for the cost of removing and installing any replacement materials.
- > Consequential losses or damage, as a result of product failure, are not covered.
- ▶ IBS obligations under this warranty are limited to the replacement of defective materials (supplied by IBS) or the value of these materials. The value of the materials will be reduced pro rata, based on the remaining life of the product (as set by the durability provisions of the NZ Building Code).

In the event of proven failure that results from the design, installation, storage and handling advice provided by IBS, the following applies:

- IBS will supply replacement materials, remove existing materials and install the replacement materials or provide the value of the materials and associated work. The value of the materials will be reduced pro rata, based on the remaining life of the product (as set by the durability provisions of the Building Code).
- Consequential losses or damage, as a result of product failure, are not covered.

IBS reserves the right to supply other compatible materials for repair should the warranted materials no longer be supplied by IBS.

### This warranty is subject to the following:

- > Receipt of date of purchase of the product.
- > Evidence of failure.
- Receipt of a written claim from the claimant either 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.
- > Satisfactory evidence that all storage, handling and maintenance requirements have been carried out.
- by defective use, failure relating to improper design of the project structure, structural failure, settlement, movement of materials to which the product is attached or dependent on, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions, inadequate maintenance, growth of mould, mildew, fungi, bacteria or any organism on any product, or has acts or omissions of a third party over whom IBS has not control.
- The warranty does not cover failure arising from the failure to follow IBS design, installation, storage, handling or maintenance advice.
- Normal wear and tear is excluded from this warranty.

All relevant IBS supplied **PRÎMA***CTU*<sup>™</sup> technical information is available from IBS **www.ibs.co.nz** 

