

## PLYTECH WARRANTY

- 1.1 Manufacturer's warranty applies where applicable.
- 1.2 The total liability of Plytech will be limited to replacing goods which are defective in materials and workmanship at the date of despatch.
- 1.3 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Goods except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 but where the Customer acquires Goods for the purpose of a business, the provisions of the Consumer Guarantees Act are expressly excluded.
- 1.4 Where the Customer acquires Goods for the purpose of re-supplying them (in the form in which they were delivered or otherwise) in trade and that re-supply in trade is governed by New Zealand law, the Customer will include in its conditions of sale (and notify its Customers of the effect of) a clause to the effect that the Consumer Guarantees Act 1993 will not apply where a Customer of the Customers acquires or holds itself out as acquiring the Goods for a business purpose and the Customer will indemnify Plytech against all losses, costs, damages or liabilities which Plytech may incur or be liable to pay arising out of the Customer's failure to take the action required under this clause.
- 1.5 Plytech warrants that all Goods are free from defects in materials and workmanship at the date of despatch by Plytech. The Customer will, on delivery, check the Goods for discrepancies or damage. In the case of damage, the Customer will:
  - (a) Write the details of such damage on the consignment note and request the delivery person to countersign those details;
  - (b) Notify Plytech immediately (and no later than three days after delivery) of such damage; and
  - (c) Unless otherwise requested by Plytech, hold such Goods until Plytech inspects them.