

31A Wicklam Lane, Greenhithe, Auckland, 0632 www.kaneba.co.nz

## CASSETTE CLADDING MATERIALS WARRANTY

The Customer	
Kaneba Invoice Number(s)	
Warranty Period	15 Years

This warranty is given by Madeonline2020 Limited (hereinafter referred to as "Kaneba") for componentry to be used in the Cassette Cladding system, supplied to **The Customer** by Kaneba, against invoice number(s) referenced in the schedule above.

Subject to the conditions set forth herein, Kaneba warrants the Cassette Cladding components to be free from defects in manufacturing for the period stated in the above schedule, in particular that Subject to fair wear and tear:

- Surface coatings will not flake, blister, check, crack or peel (lose adhesion) when exposed to the weather, except for minute fracturing, which may occur during fabrication of panels.
- any colour changes for reduction of gloss of the surface coatings will be in a uniform manner when surfaces are equally exposed to the sun and elements. The determination of colour differences and gloss reduction is to be done on clean panels from which external deposits and chalk have been removed.

This warranty is subject to:

- the Cassette Cladding components and panels having been stored and handled correctly
- the Cassette Cladding having been installed in a way as to avoid accumulation of water on the surfaces
- the Cassette Cladding system having been cleaned and maintained in accordance with Kaneba recommendations published on the Kaneba website
- the Cassette Cladding not having been damaged through mechanical agencies or exposed to emissions which differ from those in evidence at the time of shipment and which may be deemed harmful to commercial grade coatings
- any defect that may have occurred in the Cassette Cladding components not having been caused by defects in other materials
- the Cassette Cladding having been exposed to normal weathering

This warranty does not apply to Cassette Cladding components which have been or are exposed to smoke, fire, lightning, windstorm, sandstorm, or other acts of god, radiation, salt-spray, harmful fumes or foreign substances in the atmosphere, i.e. air or chemical pollution, including but not limited to organic solvents, concentrated detergents, wetting agents, or to damage by malicious mischief, vandalism, impact, misuses, abuse or negligence in cleaning or maintaining, improper storage or handling, improper fabrication or installation or other occurrences beyond the control of Kaneba and does not extend to cover any form of damage caused by direct and indirect influences that are generally known to affect the quality of stove-lacquered, powder coated or anodized surface coatings.

The Cassette Cladding components supplied by Kaneba must be inspected by **The Customer** immediately upon receipt. Defects established by such inspection may only be claimed within thirty days from receipt. Concealed defects must be claimed immediately upon discovery; the right to claim such concealed defects shall at any rate expire at the end of the warranty period stipulated in the schedule.

In case any Cassette Cladding component should be found not to be in conformity with the conditions of this warranty agreement, Kaneba, upon being satisfied of the existence of such non-conformity, reserves the right and option to correct the same by either replacing or repairing defective Cassette Cladding supplies at their cost. Where Cassette Cladding may have been installed on a building all costs to remove and replace defective Cassette Cladding, shall be borne by **The Customer**.

If Kaneba is unable to correct such non-conforming Cassette Cladding by replacement or repair, whether due to the nature of such non-conformity or the uses made by **The Customer** of the Cassette Cladding, Kaneba will return to The Customer the purchase price, or where appropriate, the proportion of the non-conforming Cassette Cladding components which Kaneba is unable to correct, subject to the return of defective Cassette Cladding components upon a written request by Kaneba. All other costs are barred.

Kaneba makes no other warranties, express or implied, including warranties or merchantability and suitability for a particular purpose.

The foregoing is Kaneba's sole warranty with respect to the Cassette Cladding component supplies.

The Customer's exclusive remedy against Kaneba shall be as set forth in the preceding paragraphs. In no event shall Kaneba be liable to The Customer either directly or by way of contribution of indemnity, for any other direct or indirect, special, incidental or consequential damages such as, but not limited to, property damage, loss of profits, damages based on loss of use of Cassette Cladding, or damages for cover, regardless whether the claim for such damages are based on warranty, express or implied, contract, tort or otherwise.

This warranty will commence on the day when the Cassette Cladding components or panels are dispatched from the Cassette Cladding factory.