

Customer acknowledgment of scope of services in relation to Customer supplied products

The purpose of this letter is for you, as the Customer, to acknowledge the scope of the service provided by us (**ALLAN Plumbing & Gas Solutions Ltd**) in relation to plumbing products that you have supplied for plumbing work to be carried out by us at your premises.

This issue arises because you have chosen not to use products that are either supplied by us or one of the brands recommended by us, which we also recommend are purchased from a recommended retailer. We do not know whether products outside of either of these categories meet the requirements of the Building Act 2004 and the Building Code.

You acknowledge that:

- We have given you the option of either purchasing the products from us or of purchasing one of the brands recommended by us from a recommended retailer.
- We have explained to you the risks of using products that are neither supplied by us nor one of the brands recommended by us, which should also be purchased from a recommended retailer.
- You have nevertheless decided to purchase the products yourself and wish us to use those products in providing our plumbing services.
- While we are not aware that the products you wish us to use do not comply with the Building Act 2004 and the Building Code, we cannot reasonably be satisfied that they do comply with the relevant provisions of the Building Act 2004 and the Building Code or any other applicable standards.
- Our services do not include the supply of the products. By installing the products you have provided for us to use, we are not suggesting that those products comply with the relevant provisions of the Building Code or any other applicable standards.
- However, you can expect that we will decline to install products that we think would create a risk of serious harm to any person or significant property damage, and to take reasonable care in assessing this risk.
- In addition to the above and to the extent permitted by law, you will not hold us liable for any failures, costs or losses arising from the products you supply. For the avoidance of doubt, this exclusion of liability does not apply to the guarantees under the Consumer Guarantees Act 1993 (except to the extent you act in trade) or any warranties that apply under the Building Act 2004.

These acknowledgments override any other provision of our contract(s) with you for the provision of the plumbing services.