

THE TOTALSPAN 5-YEAR MATERIALS AND WORKMANSHIP GUARANTEE

Under this guarantee, materials and workmanship (if the building is built on site by Totalspan) are guaranteed for 5 years, as being free from defects, subject to the following:

1. This Totalspan guarantee does not cover:
 - A. Buildings with exposed/sheltered frames i.e. awnings, garaports, open bays, that are constructed within 500 metres of the coastline or any other hostile environment;
 - B. Defects arising as a result of an act or omission on the part of the Customer or any third parties;
 - C. Problems or damage resulting from the Customer's failure to maintain the building in accordance with good practice and any stated or recommended instructions or requirements issued by Totalspan, or any other third party supplier of materials used in the building;
 - D. Damage or defects caused by forces of nature that could not have been reasonably foreseen on the date of issuing this guarantee (including without limitation landslip, subsidence, tsunami, tornado, cyclone, storm, flood, lightning, and volcanic hydrothermal, or geothermal activity);
 - E. Further problems or damage resulting from the Customer's failure to mitigate damage or failure of the Customer to advise Totalspan as soon as possible once a defect becomes apparent;
 - F. Buildings that have not been used for the purpose, or in the environment communicated to Totalspan at the time of purchase, where the use to which the building has been put, or the environment in which it has been constructed, is a use or an environment for which the building is not suitable and has caused the defect giving rise to the claim;
 - G. Fair wear and tear; and
 - H. Any matter that the Totalspan is deemed to not be responsible pursuant to the Building Act 2004 or any other applicable legislation
2. This guarantee:
 - A. Only applies to both materials and workmanship where the building is constructed on site by Totalspan. Where the building is not constructed on site by Totalspan (e.g. kitset buildings), this guarantee shall not apply to workmanship; and
 - B. In relation to defective materials, does not apply to an item manufactured by a third party (i.e. not Totalspan) which is covered by a manufacturer's warranty, and any defect in a building caused by a defect in any such items. Items manufactured by third parties commonly used in Totalspan buildings include (without limitation) Colorsteel roofing and cladding, roller doors, appliances, floor fixings, fixtures, automatic door openers and equipment.
3. The liability of Totalspan under this guarantee shall be limited to replacement or repair (as deemed appropriate by Totalspan) of the relevant defect, and shall not cover any indirect, consequential, or special loss suffered by the Customer including but not limited to loss of income, payment of rent, the cost of alternative accommodation and travelling expenses.
4. All claims under this guarantee:
 - A. Must be made in writing within 30 days of the date on which the Customer first became aware (or should have reasonably been aware) of the defect giving rise to the claim;
 - B. Must be made within 5 years of the date specified below; and
 - C. May not be made unless and until the Customer has paid the purchase price of the building, which is due pursuant to the contract between the Customer and Totalspan ("Contract"), in full.
5. This guarantee is only enforceable by the Customer. The Customer acknowledges that this guarantee is not transferable, other than where the building is sold by the Customer to a third party ("Purchaser"), and the Purchaser has acknowledged in writing to Totalspan that the Purchaser is aware of, and agrees to comply with, the maintenance requirements set out in this guarantee and the Contract.

The logo for Totalspan, featuring the word "TOTALSPAN" in a bold, blue, sans-serif font. Above the letters "A" and "N" are stylized roofline elements in blue and red. A registered trademark symbol (®) is located to the right of the word.

STEEL BUILDINGS

WHO CAN? TOTALSPAN!