

WARRANTY GENERAL TERMS

This warranty applies to the SoundDown™ pre-assembled batten (PAB) supplied by Build Anatomy Ltd ("Build Anatomy"), and when used in accordance with all the requirements as described in the applicable SoundDown™ technical documentation.

This warranty is to be read in conjunction with all relevant and applicable technical documentation supplied or referenced by Build Anatomy.

Date warranty valid: 15 years from proven date of purchase or dispatch from Build Anatomy whichever is the earlier.

All enquiries relating to this warranty must (in the first instance) be directed to the installer.

The pre-assembled batten comprises 5mm high x 45mm wide SoundDown™ Acoustic Silencer strip adhered to a 42mmH x 46mmW x 3000mmL LVL timber batten mounted on a SoundDown™ Acoustic foot of varying heights according to specification.

Build Anatomy warrants that:

At the time of delivery to site the PAB products will:

- be free from freight-related defects, and
- be free from defects that may have arisen through defective factory workmanship or materials.

Collectively this is referred to as the 'warranted condition'.

In the event a breach of the warranty is proven, the following applies:

- Build Anatomy will, at its discretion, supply the replacement PAB product without charge or refund the value of the product.
- Other losses or damage caused by a breach of the warranty or a failure of the product for any other reason are not covered.
- Build Anatomy obligations under this warranty are limited to the replacement of the defective product or its value. The value of the materials will be reduced pro-rata, based on the remaining life of the product (as set by the relevant durability requirements of the NZ Building Code).
- Build Anatomy reserves the right to supply other comparable materials should the warranted materials no longer be supplied by Build Anatomy.

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This warranty is subject to the following:

- Receipt of date of purchase of the products.
- A record of installation completed up to the point at which the defect has become apparent.
- Evidence of failure.
- Receipt of a written claim from the claimant either within 30 days of when 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.
- The claim must include full details of the alleged defect.
- Evidence satisfactory to Build Anatomy that all handling and storage, installation and maintenance requirements have been carried out.
- The warranty does not cover failure or problems caused 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 acts or omissions of a third party over whom Build Anatomy has no control.
- The warranty does not cover failure arising from the failure to follow all applicable advice.
- Normal wear and tear are excluded from this warranty.

All relevant information is available from Build Anatomy (refer to www.sounddown.co.nz).

Note: all documentation related to the use of the PAB is uncontrolled in printed format, so in all instances refer only to the documentation on the website.