

WARRANTY

1. Warranty Period

In addition to any statutory warranties or conditions that apply under New Zealand Law including the Building Act, NZ Building Code and Consumer Guarantees Act, Stratco warrants in favour of the original purchaser ("the Purchaser") of a Kudos by Stratco Louvre Roof System, Sun Louvres & Shutters ("the Product") which is installed by an Authorised Stratco Dealer or purchased directly from Stratco the following:

1.1 Structural Sufficiency

The structural sufficiency of materials for a period of fifteen (15) years from the date of installation. For the purposes of this warranty, "structural sufficiency" is, and only is, the ability of the materials of the Product to withstand the design loads required of the structure, as outlined in the technical specifications provided in the Kudos by Stratco Span Tables published at the time of ordering the product, and any additional information provided by Stratco for the purpose of developing the design. Structural sufficiency shall be assessed by Stratco whose determination shall be conclusive. In such assessment, any perforation, surface corrosion or visual defects will not be considered unless they are of such nature to be of direct relevance to structural sufficiency.

1.2 Paint/Powdercoat Finish

The paint/powdercoat finish for a period of ten (10) years from the date of installation. Stratco warrants the paint/powdercoat finish of the Product against flaking, peeling or delaminating, or fading which is in excess of the amount assessed as normal fading by the manufacturer of the Product. This warranty only applies when the Product is installed greater than 100 metres from a salt water body.

- 1.2.1 For coastal locations, 'Severe Environment' paint finish is available in some colours. This warranty only applies when the Product is installed no less than 50 metres from breaking surf.

1.3 The Installation

The installation for a period of one (1) year from the date of installation shall have been carried out in a proper and workmanlike manner by the Authorised Dealer.

1.4 Kudos by Stratco Controller Unit

The operation of the Kudos by Stratco controller unit for a period of two (2) years from the date of installation.

Where the Product includes motorisation to open and close louvre blades a five (5) year warranty applies to the actuator motor.

2. Warranty

Subject to the terms and conditions of this warranty, if Stratco determines that there is a valid claim under this warranty, the obligations of Stratco will be limited to, at its option and cost, the refinishing, repair, replacement and/or installation of any defective material or component as set out below.

2.1 Liability for Structural Sufficiency

- 2.1.1 If Stratco determines that the claim is valid within five (5) years of the date of installation, the cost of replacement will be met by Stratco in full.
- 2.1.2 If Stratco determines that the claim is valid between five (5) years and fifteen (15) years of the date of installation, the Purchaser will contribute 1/10th of the Kudos by Stratco Recommended Retail Price of these materials and components for each year (or part thereof) between the date of such determination and the fifth (5th) anniversary of the date of installation and the Purchaser will be responsible for any labour cost associated with removal or replacement of any material or component.

2.2 Liability for Paint/Powdercoat Finish

- 2.2.1 If Stratco determines that the claim is valid within three (3) years from the date of installation, the cost of refinishing or replacing will be met by Stratco in full.

- 2.2.2 If Stratco determines that the claim is valid between three (3) years and eight (8) years from the date of installation the Purchaser will contribute 1/5th of the Kudos by Stratco Recommended Retail Price of any replaced materials for each year (or part thereof) between the date of such determination and the third (3rd) anniversary of the date of installation and the Purchaser will be responsible for any labour cost associated with removal or replacement of any materials

2.3 Liability for Installation

If Stratco determines that the claim is valid within one (1) year from the date of installation, the cost of repair or replacement will be met by Stratco in full.

2.4 Liability for Kudos by Stratco Controller Unit

If Stratco determines that the claim is valid within two (2) years from the date of installation of the controller unit or five (5) years from the date of installation of the actuator motor, the cost of repairing or replacement will be met by Stratco in full.

3. Exclusions from Warranty

3.1 General The warranties given will not apply to the following:

- 3.1.1 Any Product that has not been properly protected against damage prior to and during installation in accordance with all instructions contained in the Kudos by Stratco brochure entitled "Selection, Use and Maintenance of Kudos by Stratco Products", or any instructions contained in any like brochure that may have been published by Stratco at the date of installation.
- 3.1.2 Defects or damage caused by any one or more of improper installation, buckling, fire, accident, abuse, mistreatment, neglect, unsuitable roof traffic, storm damage, acts of God, incompatible materials, overflow from air conditioners, poor drainage, insufficient care or exposure to acidic or corrosive or other abnormal conditions.
- 3.1.3 Any Product which has been installed other than in accordance with the plans and specifications issued by Stratco for the installation of the Product applicable at the time of installation.
- 3.1.4 Any Product to which paint, varnish, enamel or any other coating or compound has been applied by any person other than Kudos by Stratco.
- 3.1.5 Any components of the Product (including columns, posts and roof flashings) which are or have been at any time in contact with soil, fertiliser, sand, green or wet timber, plant or garden materials, or any substance, film or product that may retain moisture against any surface of the Product, or in relation to any failure or damage of or to the Product caused or contributed to by such contact.
- 3.1.6 Any Product the design of which has been modified after submission to Stratco for supply of materials.
- 3.1.7 Any Product where drainage fall does not comply with Australian or New Zealand Standards.
- 3.1.8 Any Product which does not comply with Kudos by Stratco Span Tables and any subsequent revisions or advices issued by Stratco.
- 3.1.9 Any Product to which items are attached (whether permanently or temporarily) that exceed the design loading allowed by Stratco engineers in calculating Kudos by Stratco Span Tables.
- 3.1.10 Any Product with a wind loading different to that advised to Stratco at the time of ordering the Product.
- 3.1.11 Any Product with water leakage, or consequential damage caused by movement of water, either within or from the Product or any attached buildings or structures.
- 3.1.12 Any Product to which a room enclosure or one or more walls, screens or blinds have been added subsequent to the original design and engineering of the structure, unless such addition has been done in accordance with any and all applicable Kudos by Stratco specifications and published Kudos by Stratco Span Tables at the time of addition by Stratco or an Authorised Dealer and using Kudos by Stratco materials.

3.2 Kudos by Stratco Materials

3.2.1 Notwithstanding any provision to the contrary, this warranty shall have no force or effect unless all materials comprising the Product have been supplied by Stratco.

3.3 Time Limits

Notwithstanding any other term or condition of this warranty, no claim under this warranty will be accepted unless:

- 3.3.1 the Product has been installed within thirty (30) days from the date of delivery to the place of installation;
- 3.3.2 the warranty card is registered with Stratco within thirty (30) days from the date of installation, and an invoice number or appropriate proof of purchase is included with such registration; and
- 3.3.3 the claim is made in writing to Stratco within the warranty period.

3.4 Specific Limitation Regarding Environment and Location

Although Stratco will give reasonable consideration to any warranty claims, foreseen or unforeseen factors specific to environmental conditions caused by the location of installation of the Product can be critical to the performance of the Product. This warranty is limited by the right of Stratco to take into account as Stratco sees fit in its absolute discretion environmental and/or locational factors and to reject a claim under this warranty which in any way arises as a result of any such factor. In particular, and without limiting the foregoing, Stratco will reject any claim under this warranty where any defect or failure of the Product is caused by its installation in a location subject to aggressive environmental conditions such as coolrooms, areas prone to airborne salt deposit or corrosive conditions adjacent to swimming pools or spas, or where the product has received insufficient maintenance, or if the Product is installed within 100 metres from a salt water body or in industrial or non-residential areas.

4. Cessation of Warranty

The Kudos by Stratco warranty will cease to apply if:

- 4.1 In the opinion of Stratco, the Product has not been maintained in accordance with all instructions contained in the Kudos by Stratco brochure entitled "Selection, Use and Maintenance of Kudos by Stratco Steel Products", or any instructions contained in any like brochure that may have been published by Stratco at the date of installation.
- 4.2 The Product has been dismantled at any time and/or moved to a location other than that of its original installation.
- 4.3 The original Purchaser for whom the Product was installed is no longer the owner of the land upon which the Product is installed.
- 4.4 The Purchaser objects to or hinders in any way the Authorised Dealer from whom the Product was purchased from carrying out the relevant repair or replacement, where a warranty claim relates to installation.

5. Claiming Under the Warranty

- 5.1 In order to make a claim under the Kudos by Stratco warranty, the original Purchaser must return this warranty card duly signed and dated to Stratco together with an invoice number or appropriate proof of purchase within thirty (30) days of installation of the Product.
- 5.2 A claim under the Kudos by Stratco warranty must be made in writing and sent to the Purchaser's nearest Stratco office within the warranty period.
- 5.3 Stratco office locations can be obtained by contacting Stratco by:
 - 5.3.1 calling the following Stratco telephone number:
0800 787 282
 - 5.3.2 visiting the Stratco website: www.stratco.co.nz
- 5.4 An authorised representative from Stratco will inspect the Product and Stratco will determine if there is a valid claim in accordance with the warranty.
- 5.5 The Purchaser will be notified within a reasonable time of the determination by Stratco.
- 5.6 If Stratco determine that the claim is valid, Stratco will refinish, repair or replace the Product in accordance with the warranty.

6. Limit on Liability

Subject to Clause 7:

- 6.1 The liability of Stratco under this warranty shall so far as is permissible by law be limited to, and extend only to, the replacement and/or repair of the Product as set out in this warranty. Any and all other warranties, indemnities, guarantees, liabilities, obligations or the like, whether express or implied, are hereby expressly excluded.
- 6.2 Stratco shall in any event so far as permissible by law, not be liable for any damage, loss, consequential loss, injury, expense or prejudice emanating directly or indirectly from any defect, fault, vice or weakness in the Product itself or the installation of the Product, or for faults caused by subsequent movement of the foundation, or impact of moving water, or any other fact, matter circumstance or event concerning the Product.
- 6.3 In particular and without limitation, the Purchaser is responsible for:
 - 6.3.1 ensuring that the area around the site of installation of the Product is clear of debris;
 - 6.3.2 providing a safe working environment prior to, and during the installation of the Product; and
 - 6.3.3 ensuring that all relevant safety procedures are followed.

7. Application of New Zealand Laws

- 7.1 Nothing in the above warranty or limit on liability is intended to have the effect of contracting out of any applicable provisions of New Zealand Law including the NZ Building Act, NZ Building Code and Consumer Guarantees Act, except to the extent permitted by those Acts where applicable.

Fill in and post the warranty registration below, or register your warranty online at: www.stratco.co.nz

KUDOS BY STRATCO LOUVRES & SHUTTERS

Purchaser:.....
 Address:
 Installation Address:.....
 Authorised Dealer:.....
 Invoice Number:.....
 Date of Installation:.....

The Purchaser acknowledges that they have read and accept the conditions of this warranty.

Purchaser's Signature: Date:

Post this warranty to:

- NAPIER Ph: (06) 843 6159
65 Niven Street, Onekawa, Napier 4110
- ROTORUA Ph: (07) 347 4635
18 Scott Street, Whakarewarewa, Rotorua 3010
- CHRISTCHURCH Ph: (03) 338 9063
55 Hands Road, Middleton, Christchurch 8024
- CROMWELL Ph: (03) 445 0870
8 McNulty Road, Cromwell 9310
- NELSON Ph: (03) 538 0824
41 Venice Place, Stoke, Nelson 7011
- BLENHEIM Ph: (03) 577 7720
35 Kinross Street, Blenheim 7201

To be posted within 30 days of installation of the product.