



Lifetime product warranty Pink® Batts® insulation

We believe our Pink® Batts® insulation products will provide you with quality performance for the life of your home.

Comfortech® has been manufacturing Pink® Batts® products for New Zealanders for more than 60 years, and every day we work hard to ensure the quality of these products.

LIFETIME WARRANTY

We warrant that Pink® Batts® insulation products:

- are provided free from defects due to defective workmanship or materials, and
- will meet the specifications in Pink® Batts® insulation BRANZ Appraisals* for the lifetime of the building in which the Pink® Batts® product is installed.

Our warranty is subject to the terms and conditions set out overleaf, and applies only if the Pink® Batts® product is installed, used, and maintained in accordance with NZS4246 and our technical instructions in a residential home or building which is constructed to meet the New Zealand Building Code.

Nothing in this warranty document excludes or modifies any legal rights you may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified by law.

PINK® BATT'S® INSULATION PRODUCTS

This warranty applies to the BRANZ appraised ceiling, wall and blanket products in Comfortech's Pink® Batts® insulation range specified here: pinkbatts.co.nz. We may update or change this list from time to time.

USING, INSTALLING AND MAINTAINING PINK® BATT'S® INSULATION

These resources set out the specifications and standards for use, installation, and maintenance of Pink® Batts® insulation.

Pink® Batts® installation instructions:

Our technical instructions for installing Pink® Batts® products can be found here: pinkbatts.co.nz

New Zealand Standard 4246:2016

Sets out the appropriate methods of installing insulation products in common residential construction types in New Zealand.

*BRANZ Appraisal No. 238 [2023] and No. 767 [2023]

Contains the technical specifications for Pink® Batts® insulation and the installation and conditions required in your home to ensure your Pink® Batts® product performs in accordance with the specifications for thermal insulation materials AS/NZS 4859.1:2018. These appraisals can be found at pinkbatts.co.nz

Homeowner's record

IMPORTANT: This information, including proof of purchase, is required for any warranty claim. We recommend you attach your proof of purchase to this homeowner's record and keep it in a safe place. If your Pink® Batts® product was installed by a builder, contractor, or installer, you must ensure that he or she has provided you with proof of purchase and details of the Pink® Batts® product installed.

Name:

Address of building:

Pink® Batts® product:

Date product installed in building:

Installer:

Terms and conditions of warranty

This warranty is given by Tasman Insulation New Zealand Limited T/A Comfortech® ("Comfortech®) to the original end purchaser ("you" or "claimant") of specified Pink® Batts® insulation products (each a "product"), and is strictly subject to the following terms and conditions.

Procedure for making a warranty claim

1. Comfortech® will not be liable for any breach of warranty unless, within 30 days after a defect becomes reasonably apparent (or should reasonably have become apparent), you provide Comfortech® with:
 - a. written notice of your warranty claim;
 - b. a reasonable written description of how the product does not comply with this warranty; and
 - c. the information set out in the "Homeowner's Record" on page 1, or other evidence reasonably satisfactory to Comfortech® the date(s) of purchase and installation of the affected product.
2. If the defect in the product was reasonably apparent, or should reasonably have become apparent, prior to installation of the product, then any warranty claim must be made prior to installation, and Comfortech® will have no liability to a claimant under this warranty or otherwise in statute, contract, tort, or otherwise at law or in equity in respect of the product.
3. You must:
 - a. bear all expenses incurred in making a claim under this warranty, including but not limited to costs of returning any defective product to us, and collecting any replacement product from Comfortech® or its agent; and
 - b. allow Comfortech® and its agents access, at no cost and at any reasonable time, to the building to inspect the affected product.

Installation requirements

4. The product must be installed, and used and maintained during the lifetime of the building strictly in accordance with:
 - a. the statements and conditions of BRANZ Appraisal No. 238 [2023] and No. 767 [2023];
 - b. Comfortech's technical instructions for use, installation and maintenance of the product; and
 - c. NZ Standard 4246:2016: Energy Efficiency – Installing Insulation in Residential Buildings;
- each as amended or replaced from time to time.

Meaning of 'building' and 'lifetime'

5. In these terms and conditions:
 - a. "building" means any 'household unit' (as that term is defined in the Building Act 2004) in which a claimant has installed or is using the product; and
 - b. "lifetime" means the duration of the useful or serviceable life of that building.

Transfer of warranty

6. This warranty may be transferred to each subsequent owner of the building in which the product is installed or used, subject to each owner being notified in writing of, and at all times being subject to, these terms and conditions. You agree you will no longer have any rights under this warranty following such transfer.

Benefits under this warranty

7. Your sole and exclusive remedy for any breach of this warranty is that Comfortech® will (at its sole option):
 - a. replace or repair the affected product;

- b. supply equivalent products or goods;
 - c. pay the cost of replacing the affected product; or
 - d. refund the cost of the affected product.
8. Other than as provided in these terms and conditions, Comfortech® will have no liability to a claimant (whether in statute, contract, tort, or otherwise at law or in equity) in respect of any defects in the product or for any loss, damage, costs or expenses caused by the product or defects in the product. **Nothing in this paragraph 8 or otherwise in these terms and conditions excludes or modifies any legal rights you may have under the Consumer Guarantees Act, the Building Act, or any other legislation which cannot be excluded or modified at law.**

Limitations

9. Comfortech® will in no circumstances be liable for breach of warranty or otherwise in respect of defects in the product as a result of use, installation or maintenance of the product (whether by the claimant or any other person) other than in accordance with the requirements set out in paragraph 4 of this warranty.
10. Without limiting paragraph 9, Comfortech® will in no circumstances be liable for:
 - a. any damage or loss caused by a claimant or anyone other than Comfortech® or by any other factor affecting the product or a building beyond Comfortech's reasonable control, including but not limited to moisture, water, fire, lightning, salt air, chemicals, industrial fallout, fumes, liquids, solids, animals or precipitation;
 - b. the removal of product installed or the installation of replacement or equivalent products, or the cost of removal or installation of replacement or equivalent products;
 - c. any direct, consequential, or indirect loss of any kind; or
 - d. any loss of profits, use, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunity, customers, software or data, or loss of use of any software, data, premises or facilities, or loss under, or in relation to, any other contract; in each case whether of a direct, indirect or consequential nature.
11. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law.
12. In accepting this warranty you irrevocably waive any other claims, actions, rights or remedies you may have against Comfortech® in respect of any defects in the product.
13. Subject to paragraph 8, this warranty only applies to an original end purchaser of the product, and does not apply to:
 - a. any person who purchases the product for use or installation in any works, erection, structure or construction other than a 'household unit' (as defined in the Building Act 2004); or
 - b. any person who has purchased the product in trade or for resupply to any other purchaser (except any builder, contractor or installer who purchases the product for use or installation in a building);
 - c. any installation or use of the product resulting in the product being consumed in the course of a process of production or manufacture.

For warranty claims please contact 0800 746 522