

THE TOTALSPAN 25-YEAR STRUCTURAL GUARANTEE

Under this guarantee, structural framing is guaranteed for 25 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. Any item not manufactured by Spanbild;
 - H. Fair wear and tear; and
 - I. 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 is issued by the manufacturer, Spanbild New Zealand Limited ("Spanbild"), Totalspan provides this guarantee to the customer named below ("Customer") on behalf of Spanbild
3. In relation to kitset buildings (i.e. where the building is supplied to the Customer as a kitset, and constructed on site by the Customer or another third party, rather than Totalspan or Spanbild), this guarantee only applies where the building has been constructed in accordance with all applicable specifications and instructions.
4. This guarantee is limited to 15 years in respect of carports.
5. The liability of Spanbild under this guarantee shall be limited to replacement or repair (as deemed appropriate by Spanbild) 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.
6. 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 25 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.
7. 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.



TOTALSPAN

STEEL BUILDINGS

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