

ROTOGOLA 10 YEAR LIMITED WARRANTY

Thank you for purchasing our Rotogola Elite Outdoor Shelter Kitset. We are pleased to present you with Rotogola's 10 year Limited Warranty relating to the Stainless Steel components proudly supplied by Rotogola.

Please be aware that you, our customers are dealing with Hansen Enterprises Limited Trading as "Rotogola" and from here on we will mainly refer to the company as Rotogola.

Note: Non Stainless Steel components within the Kitset price that are not covered by this Limited Warranty are;

*Laserlite 2000+ roofing which carries a Lifetime warranty for loss of Light Transmission and a 16 year Weather breakdown Warranty. See www.alsynite.co.nz for warranty details. Should you choose a different product available from Alsynite please check any difference of warranty between products on their website.

*Roofing fixings.

*Timber components, Rotogola only specifies and supplies H3.2 KD (Kiln Dried) SG8 (Structural Grade) Timber. Please store your timber carefully and not in full sunlight and make sure it is covered at all times until it is erected to form part of our structure. It also is a recommendation of ours to stain or paint the timber to your choice of colour as soon as possible after procuring the timber as this also helps keep it stable prior to erecting the structure.

The effective date of this Warranty period starts from the date the product leaves our factory for delivery and applies solely to the original purchaser. This becomes the Effective date.

Rotogola warrants that for 10 years after the effective date the Stainless components supplied by Rotogola will not crack or structurally fail subject to the installer having followed all recommended Installation procedures.

If you the customer believe that the product has failed to comply with the terms of this Limited Warranty, you must notify Rotogola of the alleged failure in writing within 30 days of the discovery of the alleged defect, otherwise this Warranty is void as to that claim. Upon receipt of your written notice of claim, Rotogola will determine the cause of the claim as specifically as possible. Your co-operation and assistance will be necessary to make these determinations. Should Rotogola determine at its sole discretion that the product supplied by Rotogola has failed to comply with the terms of this warranty, Rotogola will repair or replace the part at its sole discretion. Rotogola reserves the right to approve any contact between customer and any third party for the purpose of correcting the defective product. This Limited Warranty only applies to the part repaired or replaced for the unexpired portion of the Warranty period.

This Limited Warranty does not apply when failure is caused by events or circumstances beyond our control. Such intervening events or circumstances include, but are not limited to the following:

- * Acts of nature;
- * Fire, Flood, or other casualty or physical damage;
- * Government restrictions:
- * Acts of aggression or terrorism by any person or entity;
- * Harmful fumes or foreign substances in the environment;
- * Improper storage or packaging of the part or product before installation (e.g. water damage due to condensation);
- * Product failure due to improper usage and/or application/installation;
- * Failure to provide reasonable routine and documented maintenance , including , but not limited to, use of chemical cleaning agents not in accordance with our recommended cleaning products or failure to use our recommended systematic maintenance cleaning program detailed in our Care , Handling and Maintenance Instructions;
- * Corrosive atmosphere which could affect the surface of the material;
- * Standing or ponding water on the material;
- * Excessive building movements;
- * Work performed or materials supplied by others;
- * Welding of parts not carried out by Rotogola;
- * Improper treatment of material, such as scratching or abrading during fabrication or installation;
- * Defects in the metal or in the fabrication (eg. forming marks, fabrication imperfections, die lines, pitting, travel marks, etc.);
- * Materials to be used outside of NZ unless expressly approved in writing by Rotogola;
- * Corrosion of the materials;
- * Finish deterioration;
- * Incompatibility between materials, including but not limited to galvanic corrosion due to contact with dissimilar metals;
- * Damage to the material occasioned by moisture or contamination due to improper storage as outlined in Rotogola's Care, Handling and Maintenance Instructions.
- * Damage to materials caused by lack of the recommended cleaning procedures as detailed in Rotogola's Care, Handling and Maintenance Instructions.

The remedies described in this Limited Warranty are the sole exclusive remedy of the Customer.

This Limited Warranty will be void if payment is not received within Rotogola's Terms and Conditions or in the absence of a specific time period within a commercially reasonable time frame.

HANSEN ENTERPRISES LIMITED TRADING AS ROTOGOLA MAKES NO OTHER WARRANTIES , EITHER EXPRESS OR IMPLIED REGARDING ITS PRODUCTS OR ITS SELECTION AND APPLICATION, INCLUDING , BUT NOT LIMITED TO, COMPLIANCE WITH BUILDING CODES , SAFETY CODES , MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Total liability for Rotogola under this Warranty for any reason or origin is Limited in total to the original purchase price for the part(s). This limited Warranty is extended solely to the Customer. It is not transferable and non-assignable, and the Customer shall not permit or authorize its employees, agents, representatives or customers to claim, represent or imply that this Warranty extends or is available to anyone other than the Customer.

In the event of a material breach by the Customer of any of the conditions of this Warranty, Rotogola shall have no liability for any Product failure claims.

Failure to pay Hanson Enterprises Limited Trading as Rotogola in Full for the invoiced amount will automatically make this Limited Liability Warranty null and void.

Rotogola will not be liable for indirect, incidental or consequential damages of any kind. The Limited Warranty of any products replaced or repaired under this warranty shall be limited to the remainder of the original Warranty period. Rotogola reserves the right to reasonable field access to diagnose and repair any product alleged to be defective.

This Limited Warranty may not be modified by anyone and it may not be changed by provisions or statements in documents, included but not limited to your purchase order forms or our acceptance forms, unless changes are made in writing and signed by a Director of Rotobrac Limited trading as Rotogola.

This Limited Warranty is provided in lieu of any other warranty requirements or obligations. Including those of Project specifications or Non-Rotogola General Conditions or documents.

ROTOGOLA ENCOURAGES CUSTOMERS TO CHECK WITH LOCAL AUTHORITIES AND OR ENGINEERS AND DRAFTING SERVICES TO MAKE SURE THIER PROJECT WILL COMPLY WITH LOCAL COUNCIL AND TOWN PLANNING BYLAWS AND RULES AND REGULATIONS AND WILL NOT ACCEPT ANY RESPONSIBILTY IF THE LOCAL RULES ARE NOT ADHERED TO BY THE INSTALLER.

All notices given and claims made under or pursuant to this Limited Warranty shall be in writing and sent to. The Managing Director, Rotobrac Limited, Po Box 7243, Te Ngae, Rotorua, 3042, email: info@rotogola.com.

By proceeding to use our products and services on your project, you accept terms of these Limited Warranties.