

# DROP-IN FLOOR INSULATION

## 14 DAY EXPOSURE WARRANTY

- 1. WARRANTY APPLICATION:** Terra Lana Products Ltd warrants that Terra Lana Drop-In Floor insulation (The Product) can be exposed to the weather, for up to 14 days from the date of installation, without compromising its 50 year performance warranty. *For example, our DIF insulation can absorb water once installed and even become saturated. Providing the conditions below are followed, the insulation will dry out and maintain full thickness and thermal performance (R-Value).*
- 2. WARRANTY COVERAGE:** The Terra Lana warranty applies only to the original purchaser of the product (The Purchaser) to the extent that:
  - a. The Product shows no sign of degradation caused by exposure to normal weather conditions, up to 14 days from installation and prior to sheet flooring being laid.
- 3. CONDITIONS OF WARRANTY:** Terra Lana's liability to the purchaser under this warranty shall be subject to the following terms and conditions:
  - a. The product must have been properly installed in accordance with Terra Lana Installation instructions and used for its intended purpose.
  - b. The product must be maintained in dry conditions, after the 14 day warranty period is over.
  - c. Sheet flooring is installed to the top side of the floor joists, no later than 14 days from the installation start date.
  - d. The building should be weather-tight for at least 4-6 weeks prior to any sheet lining being installed to the underside of the floor joists.
  - e. In the event of a breach of this warranty Terra Lana may at its sole discretion offer a full refund of the purchase price of the product rather than repairing or rectifying the defective product
  - f. The product must have been kept dry through both transport and storage and must not have been compressed.
  - g. The claimant must provide written proof of purchase and make a written claim either within 30 days after the defect would have become reasonably apparent and before carrying out any remediation of the defect or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation. The claimant must provide details of the installer.
  - h. This warranty does not apply where the product has been used in any manner not in accordance with the relevant Terra Lana literature current at the time of installation and under normal conditions of dry internal use, nor the reuse of the product after its initial installation
  - i. Before commencing any remediation of the defective insulation the purchaser must allow Terra Lana (if requested) access to inspect the defective material.
  - j. This warranty applies only to the purchaser and does not transfer to any subsequent owner of the property in which the product has been installed.
- 4. EXCLUSIONS:** Terra Lana will have no liability under this Warranty for damage or defects resulting from:
  - a. Improper shipping, handling, storage or installation of the product
  - b. Carelessness, mishandling or mistreatment
  - c. Lack of maintenance
  - d. Growth of fungi, mould, bacteria, mildew
  - e. Infestation or pestilence
  - f. Acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions.
- 5. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** Under this warranty Terra Lana shall not be liable for any incidental or consequential damages arising from the failure or use of insulation. Any monetary compensation is limited to the purchase price of the insulation.

Nothing in this document shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified at law.

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