

HQ PRODUCT WARRANTY TERMS

1. General Statement & Product Classification

High Quality Ltd ("HQ") provides express warranty coverage for HQ-manufactured or supplied products, including assembled cabins, flat-pack/kitset units, and accessories.

HQ products are **manufactured off-site and supplied as portable consumer goods**. They are **not permanent buildings** and do **not constitute "building work"** for the purposes of the Building Act 2004. Accordingly, the implied warranties and statutory timeframes under the Building Act 2004, including any **10-year warranties**, do **not** apply to HQ products.

A product is not considered fully commissioned until it has been correctly installed, positioned, and maintained in accordance with HQ guidelines.

Customers are solely responsible for confirming and complying with local council requirements, including any resource consent, land use, zoning, or site-specific obligations.

2. Applicable Law & Use Classification

2.1 Residential Use

For residential (non-commercial) use, this Warranty applies in conjunction with the Consumer Guarantees Act 1993 (CGA), subject to the express limitations, exclusions, and conditions set out in these Warranty Terms.

2.2 Commercial Use

For commercial use—including but not limited to rental, short-term accommodation, resale, worker housing, campsites, or storage—the purchaser confirms the product is acquired for business purposes and agrees to contract out of the CGA in accordance with Part 5A of the Contract and Commercial Law Act 2017.

For commercial use, only the express warranties stated in these Terms apply.

3. Warranty Exclusions

The following are expressly excluded from warranty coverage:

- Normal wear and tear, including ageing, fading, surface marks, and **corrosion arising from environmental exposure**, whether cosmetic, progressive, or accelerated.

- **Harsh or high-exposure environments**, including coastal, marine, high-wind, salt-laden, or wind-driven rain zones, where enhanced site-specific protection or maintenance is required.
 - Failure to carry out regular cleaning, inspection, or maintenance appropriate to the installation environment, including coastal salt removal.
 - Moisture ingress, dampness, or corrosion resulting from:
 - Absence or inadequate installation of gutters, downpipes, flashings, or drainage systems;
 - Wind-driven rain;
 - Inadequate ventilation or airflow beneath or around the cabin.
 - Damage arising from incorrect installation, placement, or positioning, including inadequate foundations, insufficient ground clearance, or lack of subfloor ventilation.
 - Foundations not constructed by a Licensed Building Practitioner (LBP) where required under these Terms.
 - Any repair, modification, or alteration carried out without HQ's prior written approval.
 - Third-party components (including doors, hardware, appliances, heating systems, lighting, plumbing fittings, and seals), which are covered only by the original manufacturer's warranty.
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4. Warranty Periods

4.1 Residential Use

Warranty coverage for residential use ranges from **12 to 60 months**, strictly **as specified in Section 5**, and only where all stated conditions are continuously met.

4.2 Commercial Use

Commercial use is limited to a **12-month materials-only warranty**, unless otherwise agreed in writing.

5. Warranty by Product Type

5.1 Flat Pack / Kitset Units

A 12-month materials warranty applies.

No workmanship warranty applies unless installation is completed by an LBP or an HQ-approved installer.

5.2 Assembled Cabins

5.2.1 Base Warranty – 12 Months (Materials Only)

Applies where: – Transport or lifting is arranged by the customer; or – The foundation is not constructed by an LBP; or – HQ has not reviewed or inspected the foundation.

Excludes: – Moisture ingress; – Corrosion related to environment or maintenance; – Structural deformation caused by foundation, drainage, or site conditions.

5.2.2 Enhanced Warranty – 24 Months (Materials + Structure + Workmanship)

Applies only where: – Transport and lifting are arranged by HQ; and – Foundations are built by an LBP in accordance with HQ's chassis layout; and – Supporting documentation is provided upon request.

5.2.3 Extended Warranty – 60 Months (Conditional)

Includes: – 24 months materials; – 60 months structure; – 24 months workmanship.

This warranty applies only if **all** of the following conditions are met at all times: 1. Transport and lifting arranged by HQ; 2. Foundations constructed by an LBP and compliant with HQ requirements; 3. A signed HQ Maintenance Agreement is in place; 4. Scheduled maintenance is carried out by HQ every 6-12 months; 5. HQ retains records of all maintenance visits.

Failure to meet **any** of the above conditions will result in automatic reversion to the applicable 24-month or 12-month warranty, without notice.

6. Goodwill Assistance

Any assistance, inspection, repair, or modification provided by HQ outside the applicable warranty period, or beyond warranty scope, is offered **strictly as a goodwill gesture**.

Such assistance does **not** constitute acceptance of liability, an extension of warranty, or acknowledgement of any defect or statutory obligation.

7. Warranty Claim Process

To lodge a warranty claim, customers must provide: – Clear photos or videos of the issue; – Foundation documentation or LBP certification, where applicable; – Order number or product identification.

HQ will provide an initial response within 5-10 working days.

Unauthorised repairs or alterations will void warranty coverage.

8. Limitation of Liability

To the maximum extent permitted by law, HQ is not liable for indirect, consequential, or special losses, including loss of use, rental income, business interruption, labour costs, or third-party repair expenses.

Warranty coverage applies only to the cabin supplied by HQ and excludes customer-built or third-party structures such as decks, pergolas, drainage systems, plumbing, electrical connections, or foundations.

9. Governing Law

These Warranty Terms are governed by the laws of New Zealand.