

## **CONDITIONS OF REPORT**

### **1. Scope of this Report**

- 1.1 This report has been produced based on a visual inspection of those aspects of the property that were fully and safely accessible by and visible to the inspector at the date and time of the inspection.
- 1.2 The purpose of the inspection was to identify the property's major defects and to provide a written opinion (in the form of this report) to the client on the condition of the property as at the date and time of inspection.

### **2. Limits of this Report**

- 2.1 Areas which were concealed, contained or which were not fully and safely accessible (in the inspector's sole opinion) at the time of the inspection are not included in this report. For the avoidance of doubt and without limitation, such concealment, containment or inaccessibility may have been a result of soil, walls, floors, carpets, ceilings, furnishings, vegetation, systems, appliances, vehicles or any other object or structure.
- 2.2 This report does not include any opinion or representation in respect of any of the following matters, items or conditions: Building Act 2004, building code, or zoning compliance or violation; local authority requisitions; geological stability, soil conditions, structural stability or earthquake ratings; geotechnical or structural engineering analysis; the presence or absence of pests or infestations (whether in the timber, carpet, furnishings or otherwise); asbestos, formaldehyde, water or air contaminants of any kind; toxic moulds; non-visual rotting; electromagnetic radiation; environmental hazards or concerns; gas fittings, specialised electronic controls; detached buildings or structures; sheds; underground conditions of pool and spa bodies and related piping and systems; private water systems or sprinkler systems; water softener or purifications systems; wastewater systems; saunas; solar systems; security systems; internal system components; elevators or dumb waiters; common property areas (where the property is a stratum estate); neighbourhood problems; prevailing weather conditions; minor and/or cosmetic defects; predication of life expectancy or any item or system; property valuations or repair estimates; and other matters, items or conditions noted by the inspector as not being included in this report.
- 2.3 This report shall not in any way be construed or relied upon by any person as a guarantee, warranty or insurance policy or as a substitute for a physical inspection of the property by the client prior to settlement.
- 2.4 While the inspector has used all reasonable efforts to identify and report on the property's major defects, this report is the reasonable opinion of the inspector based on:
  - (a) the inspector's experience in the building industry; and
  - (b) the inspection of those aspects of the property that were fully and safely accessible by and visible to the inspector at the date and time of the inspection and not specifically excluded above.

Accordingly this report may not identify all of the property's past, current or future defects.

### **3. Confidentiality**

3.1 This report has been prepared for the sole use of the client and may not be relied upon in any way by any third party. The client shall keep this report confidential and shall not disclose this report to any third party (with the exception of the owner of the property or the client's real estate agent or solicitor) without the prior written consent of Re-built Limited.

#### **4. Exclusion of Implied Conditions and Warranties**

4.1 The client acknowledges and agrees that where the client acquires this report for a business purpose the statutory guarantees and implied terms, covenants and conditions contained in the New Zealand Consumer Guarantees Act 1993 and any successor legislation are excluded and do not apply.

#### **5. Disputes**

5.1 In the event that the client has any dispute or issue with the accuracy of this report or any other matter (but excluding a dispute relating to payment of monies due) the client will first give notice to Re-built Limited of such dispute and the parties shall and in good faith endeavour to resolve the dispute. If the dispute remains unresolved the client shall first seek a resolution through the use of mediation or other informal method of resolution before pursuing arbitration or resolution through the Courts.

#### **6. Limitation of Liability**

6.1 Re-built Limited shall not be liable for any loss or damage of any kind whatsoever arising from the reliance by the client or any third party on any opinion, representation or other aspect of this report, including indirect or consequential loss, whether suffered or incurred by the client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the reliance by the client or any third party on any opinion, representation or other aspect of this report.