

## Conditions of Report

### 1.Scope of this Report

**1.1** This report has been produced following the undertaking of either Indicative Testing or Investigative Testing (as described below) at your request.

**1.2** “Indicative Testing” for the purposes of these conditions means testing designed to establish whether any contaminants described in clause 1.3 below are present at the property generally.

For Indicative Testing, a single test kit supplied by an independent laboratory testing service provider is used to undertake the combined sampling of up to eight (8) different areas of the property. If more than eight (8) areas are required to be sampled, additional text kits must be used to prevent the alcohol in the swabs from drying out.

**1.3** “Investigative Testing” for the purposes of these conditions means testing designed to establish both:

- (a) whether any contaminants described in clause 1.3 below are present in a particular area of the property; and
- (b) if any such contaminant is present, the relative quantity of that contaminant in that area of the property.

For Investigative Testing, one (1) test kit supplied by an independent laboratory testing service provider is used to take a one (1) sample per particular area of the property. Where areas of the property are required to be sampled, one multiple test kits will be used.

### 2.Limits of this Report

**2.1** All testing, whether Indicative Testing or Investigative Testing is limited to the identification of the presence of the following contaminants on certain surfaces within the property:

- (a)amphetamine;
- (b)ephedrine;
- (c)methamphetamine; and
- (d)pseudoephedrine.

**2.2** Test results contained in this report in respect of Indicative Testing will indicate the quantity contaminant present in the combined sample, if any. Indicative Testing does not provide any indication of the location of any contamination or the quantity contamination in any particular area.

**2.3** Test results contained in this report in respect of Investigative Testing will indicate the quantity of contamination in a particular area but will not provide an exact determination of the extent of contamination of the property as a whole.

**2.4** According to our independent party laboratory testing service provider, detectable levels of the above substances are 0.02% µg (micro grams) or greater per 100sqcm (10×10 cm<sup>2</sup>).

**2.5** This report does not include any result from any testing or investigation in respect of:

- (a) the presence of any volatile organic compounds of the indoor or outdoor air;
- (b) the presence of any contaminants in any soil on the property or any water sources;
- (c) the pH levels of any water source;
- (d) the presence of any asbestos, formaldehyde, toxic molds or heavy metals (including, without limitation, lead and mercury);
- or
- (e) any other controlled or uncontrolled drugs not listed in 1.2 above.

**2.6** This report will also be subject to any other limitations or conditions placed on the results of any testing by our independent party laboratory testing service provider.

### 3.What this Report is Not

**3.1** 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 further detailed testing and assessment for the purpose of determination of a remediation plan. Statements or recommendations contained in this report regarding the property are relied on at the client’s own risk.

**3.2** This report is not intended to be a substitute for the following:

- (a)** a Code Compliance Certificate or Certificate of Acceptance under the Building Act 2004;
- (b)** a statement that the Property complies with the requirements of any other legislation regulation, codes, standards, or by-laws; or
- (c)** a Safe and Sanitary Report.

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

**4.1** Where the client acquires this report for a business purpose the statutory guarantees and implied terms, covenants and conditions contained in the New Zealand Consumers Guarantees Act 1993 and any successor legislation are excluded and do not apply.

#### **5.Confidentiality**

**5.1** 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 Home Inspect NZ Limited.

**5.2** Due to contamination and its associated health risks, we may (were necessary) release information contained in this report to third parties to protect the health of the public.

#### **6.Intellectual Property**

**6.1** Home Inspect NZ Limited owns the intellectual property rights in this report and unless expressly agreed with Home Inspect NZ Limited nothing gives the client any right, title, or interest in such intellectual property by virtue of the client's purchase of Home Inspect NZ Limited's services to provide this report. The client may make copies of this report for the client's own personal use, but the client must not reproduce, translate, adapt, vary, decompile, modify or disseminate to any third party or do anything to damage or otherwise endanger Home Inspect NZ Limited's intellectual property rights.

#### **7.Disputes**

**7.1** 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 Home Inspect NZ Limited of such dispute and the parties shall and in good faith endeavor 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.

#### **8.Limitation of Liability**

**8.1** Home Inspect NZ 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.

#### **9.Indemnity**

**9.1** The client indemnifies Home Inspect NZ Limited against all liabilities, costs (including full costs between solicitor and client), losses, claims, expenses and demands incurred by Home Inspect NZ Limited arising out of or incidental to the client's non-compliance with these Conditions, and from any third party claims arising out of or incidental to the supply of this report.