

Short Form Terms and Conditions — H1 Calculation Report

The Comfortech® H1 Report is based on the drawings and specification supplied by the recipient and entered by Comfortech® into proprietary third party software -Design Navigator- and applies the methodology, as described in the Building Code amendment H1 Energy Efficiency Acceptable Solution H1/AS1 – 5th (until 26 November 2026) and 6th Editions for all housing and buildings (up to 300m²), to calculate compliant H1 calculation method reports, utilizing Pink® Batts® insulation where appropriate.

These terms apply to the calculation report to which they are attached (**Report**) issued by Tasman Insulation New Zealand Limited trading as Comfortech® (**Comfortech, we, us, our**) to the person or organisation named in the Report (**you, your**). By requesting, accepting, using or distributing the Report, you agree to these terms.

1. Scope and status of the Report

The Report is a desktop technical calculation and compliance assessment prepared from the drawings, specifications, schedules, product information, climate-zone data, assumptions and other information provided to us or otherwise identified in the Report (**Input Information**). The Report is limited to the building elements, calculation method, compliance pathway, assumptions and New Zealand Building Code clause or clauses expressly stated in the Report.

2. Reliance on information and your responsibilities

We rely on the Input Information without independently verifying it. You are responsible for ensuring the Input Information is accurate, complete, current and suitable for the purpose of the Report. If the Input Information is incomplete, inaccurate or changes after the Report is issued, the Report may no longer be valid and must not be relied on unless we review and, if appropriate, reissue it.

3. Permitted use

The Report is provided only for the project, building design, calculation purpose and compliance pathway stated in the Report. You may use the Report for design coordination and, where relevant, include it in a building consent or related compliance submission. The Report must be used in full and must not be amended, excerpted, re-used for another project or design, or used for marketing, sales, finance, insurance, valuation, dispute or litigation purposes without our prior written consent.

4. No third-party reliance

Only the person or organisation named in the Report may rely on it. No owner, developer, purchaser, tenant, contractor, subcontractor, supplier, financier, insurer, building consent authority, regulator or other third party may rely on the Report unless we have expressly agreed that reliance in writing. To the maximum extent permitted by law, we exclude liability to any person who relies on the Report without our written agreement.

5. Not a consent, producer statement or warranty

The Report is not a building consent, code compliance certificate, certificate of acceptance, producer statement, product certification, construction warranty or guarantee that the building work as constructed will comply with the New Zealand Building Code. Unless expressly stated, the Report does not include site inspection, construction monitoring, installation review, workmanship assessment, product substitution approval or assessment of matters outside the stated scope.

6. Building Code changes and currency

The Report reflects the New Zealand Building Code, Acceptable Solutions, Verification Methods, standards and guidance in force, and the assumptions stated, at the date of issue. If the law, compliance pathway, design, products, assumptions or Input Information change after issue, the Report may no longer demonstrate compliance. We have no obligation to monitor changes or update the Report unless separately agreed in writing.

7. Liability

To the maximum extent permitted by law, our total aggregate liability arising out of or in connection with the Report, whether in contract, tort, negligence, equity, statute or otherwise, is limited to the greater of five times the fee paid for the Report and NZ\$5,000, and is capped at NZ\$10,000. We are not liable for indirect, consequential, special, punitive or exemplary loss, loss of profit, revenue, opportunity, anticipated savings, goodwill, business or data, delay costs, financing costs, increased construction or material costs, rework or rectification costs, or liability to third parties. Nothing in these terms limits liability that cannot lawfully be limited.

8. Intellectual property and confidentiality

We retain ownership of all intellectual property in the Report, calculations, templates, tools, methodology and underlying know-how. On full payment of the applicable fee, you may use the Report for the permitted purpose described above. Each party must keep the other party's confidential information confidential and use it only for the purpose of preparing, issuing or using the Report.

9. Privacy compliance

Each party must comply with the Privacy Act 2020 and any other applicable privacy laws when collecting, using, storing, disclosing or otherwise handling personal information in connection with the Report. You must ensure that you have all necessary rights, notices, consents and lawful authority to provide any personal information to us. We may use personal information provided to us for the purpose of preparing, issuing, administering and keeping records of the Report, responding to related enquiries, meeting legal and regulatory obligations, and improving our products, services and compliance processes.

10. Business-to-business statutory carve-outs

If you acquire the Report in trade, the parties agree that it is fair and reasonable to contract out of the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 to the maximum extent permitted by law. These exclusions do not apply where they cannot lawfully be excluded.

11. Governing law

These terms, the Report and any related services are governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the New Zealand courts.