



STATEMENT OF POLICY FOR STANDARD BUILDING INSPECTION

Please Read Carefully.

The inspection of the property identified above is subject to the following Terms and Conditions:

- a) The inspection by Professional Building Inspections Auckland Ltd will be performed in accordance with generally accepted Standards of Practice.
 - b) A report will be provided at the conclusion of the inspection. This Report will be based on a limited visual inspection of the readily accessible aspects of the building. The Report is representative of the Inspector's opinion of the observable conditions on the day and time of inspection.
 - c) This inspection does not constitute an engineering evaluation and is not provided as either an engineering or architectural service.
 - d) The Inspection Report reflects the present condition of the subject property at the time of inspection.
 - e) This Report does not imply or constitute a guarantee, warranty, or an insurance policy with regards to this property.
- This is not a building warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. Your inspector is a building inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense.

SCOPE

1. VISUAL INSPECTION:

This inspection is a visual inspection only of readily accessible aspects of the property. A building inspection does not include identifying defects that are hidden behind walls, floors, or ceilings. This includes structure, wiring, plumbing, ducting, and insulation that are hidden or inaccessible. The inspector will not conduct any invasive or destructive testing of the property. Safety, accessibility, or other considerations may present the inspector with restrictions in examining specific building elements or components.

2. LIMITED ASSESSMENT

The building inspection will provide you with a basic overview of the condition of the property. This inspection is not technically exhaustive or all encompassing, as your inspector has only a limited amount of time, as well as constraints in methodology, to complete the inspection. The inspector is a generalist, not a specialist in all disciplines, and may refer the building owner to specialists for further investigation of certain items.

3. CONTEXT OF INSPECTION

This inspection should also be considered in the context of a "snapshot in time", reflecting the conditions of the building at the date of inspection. Future performance of components and elements of the building is outside the context of this inspection. For example, your inspector may not discover leaks that occur only under certain weather conditions. Some conditions noted, such as cracks in foundations, may be either cosmetic in nature or indicators of settlement; however predicting whether an individual condition will present future problems is beyond the scope of the inspection.

4. NOT BUILDING CODE OR BY-LAW COMPLIANCE INSPECTION

Jurisdiction for Building Code, Electrical Code, Gas Code, Fire Code, Plumbing Code, or other statutory or by-law compliance inspections resides with the appropriate mandated authorities. The services provided by your building inspector are not conducted in the context of Code or by-law compliance inspections. The client acknowledges that it may be necessary to confer directly with the appropriate authorities to determine whether specific conditions comply with Code or by-law requirements.

5. ENVIRONMENTAL AND AIR QUALITY CONCERNS

This inspection will not assess for environmental or air quality concerns. The scope on inspection does not include examination for hazardous materials that may be on the property, in or behind surfaces, or are constituent to building materials. The inspection does not include determination for irritants, pollutants, toxic materials, or contaminants; presence of mold, spores, or fungus; asbestos, radon gas, or carcinogens; etc. As well, the inspection does not include the determination of presence of insect, bird, rodent, or other infestations.

CONFIDENTIAL REPORT: The inspection report to be prepared for the Client is solely and exclusively for Client's own information and may not be relied upon by any other person. The Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. The Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. The Client and the Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. The Client agrees to indemnify, defend and hold the Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.



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SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions. Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the building inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code OR Professional Building Inspections Auckland Ltd may in its own discretion engage the services of a debt recovery agent.

Privacy Act 1993: It is understood by initiating the services of Professional Building Inspections Auckland Ltd that the client authorizes Professional Building Inspections Auckland Ltd to:

- (a) collect, retain and use any information about the client for the purpose of assessing the client credit worthiness
- (b) to disclose information about the client whether collected by Professional Building Inspections Auckland Ltd, from the client directly or obtained by Professional Building Inspections Auckland Ltd from any other source for the purposes of obtaining & providing a credit reference, debt collection or notifying a default by the client.

Important Information:

You need to be aware that it is possible for problems in a building to be disguised to prevent detection. If you notice any thing that was not visible at the time of your visit and our inspection on the day you move into the property then you should immediately contact us to discuss.

Vendor Inspections:

The vendor is required to notify the inspector of any existing conditions that you are aware of that have been an issue or may become a problem at the time of the inspection.

Cancellation: If the inspection is cancelled up to 24 hours before the inspection is due to be undertaken, a fee of \$100 will be charged. If the inspection is cancelled within a 24 hour period of the due date of the inspection, the full cost of the inspection will be charged. We reserve the right to apply this policy at our discretion.

Payment: Payment is due pre delivery of the inspection report unless otherwise arranged.

All costs associated with debt collection will be added to the value of the invoice. Interest will be added at 3% per month for overdue accounts.

Insurers Disclaimer

(a) This is a report of a visual only, non-invasive inspection of the areas of the building which were readily visible at the time of inspection. The inspection does not include any areas or components which are concealed or closed in behind finished surfaces (such as plumbing, drainage, heating, framing, ventilation, insulation or wiring etc) or which require the moving of anything which impede access or limited visibility (such as floor coverings, furniture, appliances, personal property, vehicles, vegetation, debris or soil).

(b) The inspection did not assess compliance with the N.Z. Building Code including the Code's weather tightness requirements, or structural aspects. On request, specialist inspections can be arranged of weather tightness or structure or of any systems including electrical, plumbing, gas or heating.

(c) As the purpose of the inspection was to assess the general condition of the building based on the limited visual inspection described in (a), this report may not identify all past, present or future defects. Descriptions in this report of systems or appliances relate to existence only and not adequacy or life expectancy. Any area or component of the building or any item or system not specifically identified in this report as having been inspected was excluded from the scope of the inspection."

DISCLAIMER

By ordering this Inspection, the Client acknowledges that the Client has reviewed, understood, and accepted the Terms and Conditions and the SCOPE OF INSPECTION described above. Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for this inspection and report. The liability of the inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. The Client assumes the risk of all losses greater than the fee paid for the inspection. The Client agrees to immediately accept a refund of the fee paid as full settlement of any and all claims, which may ever arise from this inspection.

REPORT LIMITATIONS This report has been prepared for the sole and exclusive use of the client indicated above and is limited to an impartial opinion which is not a warranty that the items inspected are defect-free, or that latent or concealed defects may exist as of the date of this inspection or which may have existed in the past or may exist in the future. The report is limited to the components of the property which were visible to the inspector on the date of the inspection and his opinion of their condition at the time of the inspection.