

DEFINITIONS:

In this Plan certain words have a special meaning. Those words are listed below together with special meaning they have:

Accidental Damage: means any sudden and unforeseen external damage to Covered Products namely, scratches, dents and cosmetic damage to paint and finish caused by an unexpected and unintentional one-off external event.

Claim Limit: means the maximum amount you can claim under this Plan in relation to the Covered Products as set out under the heading "Claim Limit" below.

Covered Products: means the products (forming part of a specific Project) which are covered under this Plan the details of which are set out below under the heading "Covered Products" below.

Exclusions: means the various exclusions to this Plan (and the coverage provided) as set out under the heading "What Is Not Covered Under This Plan (Exclusions)".

Licensee: means the Mastercraft Services (NZ) Limited Licensee (as listed in the Plan Schedule) who sold and supplied you the Project, offered you this Plan and whom we are entitled (at our cost) to have carry-out any work, undertake any function and assist us in providing any of the benefits made available to you under this Plan.

Mastercare, we, us, our: Mastercare (NZ) Limited (New Zealand Company Number: 131-989-139), the party providing you the benefits under this Plan.

Maximum Benefit: means the maximum benefit you can claim under this Plan in relation to the Covered Products as set out under the heading "Covered Period" below

Plan: means this Accidental Damage plan and includes all of the terms, conditions and exclusions outlined in this document (that explains your coverage for any Accidental Damage).

Plan Schedule: means the schedule to this Plan setting out important details and other information regarding this Plan.

Project: means either one, a combination of some or all of the following activities: the supply of products, provision of services and related works to you by a Licensee as part of an integrated design, build, installation, project management and building service (in relation to which the Covered Products form part of that specific Project).

You, your: means the party purchasing this Plan as listed in the Plan Schedule.

THE PARTY PROVIDING THE BENEFITS UNDER THIS PLAN IS:

Mastercare (NZ) Limited:

(New Zealand Company Number: 131-989-139)

Street Address: 91 Armstrong Road, Rd 4, Tauranga, 3174

Phone: 0800 676767

Email: admin@mastercare.nz

THIS PLAN IS IN ADDITION TO:

And does not limit or exclude any guarantee and/or warranty provided to you by the Licensee and/or the manufacturer of any products sold, built and installed as part of a Project ("Supplier Guarantee").

The minimum guarantees provided to you under the Consumer Guarantees Act 1993 (the "CGA") that apply to all products and services purchased by consumers that are ordinarily acquired

for personal, domestic, or household use. If the guarantees are not met, then the supplier (in this case the Licensee) of the goods (and/or the manufacturer) must fix the problem. The remedy available depends on the nature of the failure to meet the guarantee. Sellers must offer products that are: of acceptable quality, fit for purpose, match the description given, match any samples or demonstrations given, sold at a reasonable price (if a price is not agreed beforehand) and are able to be legally sold.

If any of these guarantees are not met then a consumer is entitled to a remedy in the form of a repair, replacement or refund. Which remedy is offered depends on the whether the problem is serious or minor.

If the problem is not serious, the party who sold you the product may choose the remedy. In particular, if the fault is minor and can be remedied, the seller can choose to remedy by repairing the product, replacing it with an identical product, or refunding the purchase price. For minor faults you must give the seller the chance to fix the problem. If a fault is serious or cannot be remedied, the consumer can choose between rejecting the product and claiming a refund, rejecting the product and claiming a replacement product of the same type and similar value (if one is available) and keeping the product and getting some of their money back.

This Plan adds to the rights you already have under the CGA and any Supplier Guarantee and provides you with coverage not provided for under the CGA. In particular neither the CGA nor the Supplier Guarantee protect you for loss as a result of Accidental Damage.

THIS PLAN MUST BE PURCHASED AT:

You must purchase this Plan within 30 days of the purchase of the Project from the Licensee or within such extended time-frame as Mastercare may from time to time make the Plan available to you.

THE PURCHASE PRICE FOR THIS PLAN IS:

The purchase price for this Plan is based on the total purchase price of the Project and is payable at the time of purchase as follows:

You pay \$295 including GST where the total purchase price for the Project is up to and including \$14,999 (including GST).

You pay \$395 including GST where the total purchase price for the Project is \$15,000 and upwards (including GST).

Important Note: The Plan will not be effective until the purchase price for the Plan is paid and Mastercare will have no liability or responsibility to you under this Plan until the time of payment.

THE PURCHASER'S RIGHT TO CANCEL THIS PLAN:

As part of this Plan, we offer a cooling off period for change of mind situations. Provided no claim is made, if you change your mind for any reason whatsoever and you notify us within 5 working days of purchase of this Plan that you wish to cancel it, then you will receive (at no cost and with no cancellation fee) a full refund of the purchase price actually paid within 20 days of receiving the request. To cancel this Plan during the cooling-off period and to receive a refund of the price paid for the Plan, you must notify us in writing:

By email to: admin@mastercare.nz

By post to: PO Box 13656, Central Tauranga 3141

MASTERCARE'S RIGHT TO CANCEL THIS PLAN:

We may cancel this Plan by giving you notice in writing (whether by email, post or by way of personal service) in any of the following circumstances:

Where you have failed and/or neglected to abide by the terms and conditions contained in this Plan

Where you have failed to make any payment as required under this Plan

Where you have caused or been involved in any misrepresentation, act of fraud, dishonesty or a criminal act in relation to any aspect of this Plan.

If we cancel your Plan in the above circumstances, then we are entitled to retain the full amount of the purchase price for the Plan

NO EXCESS OR ADMINISTRATION FEES:

Other than the fees specifically mentioned in this Plan, there is no excess or other administration fee payable under this Plan.

COVERED PRODUCTS:

The benefits provided under this Plan are only available in respect of the following products which are purchased as part of a specific Project at the same time as the purchase of this Plan: Panels, doors, drawer fronts and toe kicks

Specifically excluded from the Covered Products are any benchtops, carcass cabinets, shelves, sinks, appliances, cornice, tapware and other parts, components, equipment, accessories, fixtures and fittings which are sold to you at the same time and/or installed with the Covered Products as part of the overall Project.

Important Notes: Coverage under this Plan only applies to the Covered Products for the Project described in the Plan Schedule (any other/additional projects would be subject to the purchase of an additional and separate plan) and does not excuse you from taking all reasonable steps and precautions, at your own expense, to prevent loss and damage and to comply with the Licensee's and/or the Manufacturer's product care specifications/instructions.

WHAT MASTERCARE WILL DO UNDER THIS PLAN:

If a Covered Product suffers Accidental Damage, Mastercare will (at its choice), and subject to the Claim Limit and/or any Exclusions, either:

1. Repair the Covered Product to the condition it was in prior to the Accidental Damage (fair wear and tear excepted); or
2. Where Mastercare deems it uneconomical to repair the Covered Product, provide a replacement product.

Important Note: Where a Covered Product colour or finish is no longer available, Mastercare's maximum liability and responsibility to you will be to carry-out any work and/or (where applicable) provide any replacement of a Covered Product with a colour/finish or replacement (where applicable) product as close to the original colour or finish as Mastercare determines reasonably possible based on availability of substitute and alternative colours and finishes and then only up to the Claim Limit/Maximum Benefit.

COVERED PERIOD:

The benefits and coverage provided to you under this Plan start from the date of completion of the installation of the Project and ends on the earlier of:

- 4 years; or
- The date of cancellation of this Plan by either you or us (refer to the right to cancel); or
- The date at the Claim Limit/Maximum Benefit has been reached.

Important Notes: Where any damage value for the Accidental Loss is more than the remaining benefits available under this Plan, Mastercare will only be liable to incur costs under this Plan up to the value of the then remaining available benefits, at which time Mastercare is entitled to deem that the "Maximum Benefit" has been reached. For the purposes of clarity completion of installation for a Project is deemed to have occurred at the time when the Licensee has completed their installation obligations as agreed (note that plumbing, electrical, flooring, painting, splashback installation may still occur after the cabinetry installation).

CLAIM LIMIT:

The maximum amount you are able to claim under this Plan in relation to the Covered Products is capped at no more in total (including accumulated claims) than the lesser of the original price for the Covered Products or \$4,000 including GST and further provided that the maximum number of separate claims in relation to the Covered Products under this Plan must not be more than 8 in total ("Claim Limit").

Important Note: In setting the Claim Limit and calculating any claimed amount and the corresponding benefits under this Plan, Mastercare is entitled to take into account the actual costs incurred (including labour, materials, parts, freight and travel) in performing any of the obligations/undertakings given to you under the heading "What Mastercare Will Do For You Under This Plan".

CLAIM PROCEDURE:

Any and every event of Accidental Damage to any Covered Products which might give rise to a claim under this Plan needs to be notified to us in writing immediately. You must notify us by lodging your claim using the claim form at www.mastercare.nz and you can contact us for any assistance in relation to the claim form on admin@mastercare.nz.

On the occurrence of any Accidental Damage you must take all reasonable steps to ensure that no further damage is done and/or loss is suffered to the Covered Products.

On lodging your claim you must co-operate with us and give us the opportunity to assess and inspect the Covered Product (if we require it) in order to determine whether your claim is accepted and if so what steps will be taken by us in relation to the Covered Products (refer to the section "What Mastercare Will Do Under This Plan"). In some (but rare) situations we may wish to obtain a valuation report in relation to a particular claim so that we can properly assess the extent of the damage and what steps are appropriate to be taken.

WHAT IS NOT COVERED UNDER THIS PLAN (EXCLUSIONS):

Coverage under this Plan and Mastercare's liability to you is excluded in the following circumstances ("Exclusions"): Where the Covered Products have been acquired for business purposes/use, resale or for use in repairs

Damage or loss caused by unreasonable or excessive exposure to steam, water, sunlight, heat, extreme temperature and/or weather conditions

Intentionally caused or malicious damage and damage caused by deliberate misuse or abuse

Wear and tear as a result of normal usage in accordance with the Licensee's and/or the Manufacturer's product care specifications/instructions

The theft of any Covered Products

Damage or loss where Covered Products are incorporated/installed into: a tenanted property (whether residential or commercial); premises used for a business; or any community premises

Damage or loss caused by any natural disaster or acts of god

Damage or loss caused by the actions of micro-organisms, mould, fungi, mildew or gradual deterioration

Damage or loss caused by insects or vermin

Damage or loss caused through the process of cleaning, refurbishment, repair or restoration not in accordance with Licensee's and/or the Manufacturer's product care specifications/instructions

Fraudulent or dishonest acts

Damage or loss to any items/products that do not bear the unique identifier/registration number affixed to the same by the manufacturer and/or the Licensee;

Any loss of use or consequential loss

Where any Covered Products are not able to be produced for inspection

Faults and defects that are/should be covered by the CGA (in relation to the Licensee and/or manufacturer), or under the Licensee's and/or manufacturer's warranty/guarantee

Where any Covered Products have been modified, changed or altered outside of Licensee's and/or the Manufacturer's product care specifications/instructions

Where Accidental Damage cannot be reasonably proven

Damage caused where a service or repair is carried out by any party not authorised by Mastercare

Where you have breached any of the terms of this Plan

DISPUTE RESOLUTION PROCESS:

If at any time you have a concern and/or wish to complain about this Plan or our service you may lodge your complaint by submitting it to us using the complaint form which can be found at www.mastercare.nz and you can contact us for any assistance in relation to your complaint by emailing us at admin@mastercare.nz.

Your complaint will be dealt with by the Mastercare internal dispute resolution panel once the panel has received all information that it notifies you is reasonably necessary for resolving the complaint and you agree to co-operate with any reasonable request of the panel in relation to your complaint.

If you are unhappy with any decision of the panel you may have the matter dealt with by any available formal legal process such as the Disputes Tribunal, mediation, the Courts and/or Arbitration.

This Plan is governed by the laws of New Zealand and by purchasing this Plan you agree to submit to the exclusive jurisdiction of the Courts of New Zealand relating to all aspects of this Plan.

RIGHTS ARE PERSONAL AND NOT TRANSFERABLE:

All rights and benefits under this Plan are personal to the holder named in the Plan Schedule and are not transferable to any other person.

PRIVACY:

In order for us to properly administer this Plan we need to collect personal information from you. If you do not provide this information, we may decline your application to take out this Plan. This personal information is used by us and our contractors, suppliers and agents in order to maintain our relationship with you, to perform functions on our behalf and to deliver the benefits provided to you under the Plan and to generally administer your Plan. We are committed to keeping your personal information confidential and secure. Subject to the provisions of the Privacy Act 1993, you have the right to access, update and request correction of your personal information at any time by contacting us:

By email to: admin@mastercare.nz

By post to: PO Box 13656, Central Tauranga 3141

The above does not limit or affect your rights under the Privacy Act 1993.