

WARRANTY

BGC Fibre Cement (NZ) warrants its products to be free from defects caused by defective materials or workmanship (manufacturer) for a period of 15 years or Nuline™ Plus - 25 years and Durabarrier (when used as bracing sheets) – 50 years from the date of purchase, subject to the conditions set out below. Further, BGC Fibre Cement (NZ) warrants its products to be resistant from rotting, fire and cracking so long as the installation is carried out in accordance with BGC Fibre Cement literature available at the time of purchase.

CONDITIONS

- i) This warranty is non transferable.
- ii) The product must be installed and maintained in accordance with the relevant BGC Fibre Cement (NZ) literature current and available at the time of purchase. All additional products including accessories, jointing systems and coatings used in conjunction with the BGC Fibre Cement product(s) must be applied or installed according to the appropriate manufacturer's instructions.
- iii) BGC Fibre Cement (NZ) is not liable for any breach of warranty unless the claimant provides proof of purchase and a claim is submitted in writing within 30 days of the defect becoming evident. If the defect is detected prior to installation, the claim must be submitted before installation occurs.
- iv) If BGC Fibre Cement (NZ) products are found to be defective, BGC Fibre Cement will at its option, repair or replace the product, supply equivalent replacement products or reimburse the purchase price of the product.
- v) BGC Fibre Cement (NZ) shall not be liable for any damage or losses (direct or indirect) including property damage or personal injury, economic loss or loss of profits, consequential loss arising in contract or negligence or howsoever arising. BGC Fibre Cement (NZ) shall not be liable for any claims, damages or defects arising from or attributed to poor workmanship, poor design or detailing, settlement or structural movement or movement of materials to which the product is attached, incorrect design of the structure, acts of God, including but not limited to floods, cyclones, earthquakes or severe weather or unusual climate conditions, performance of coatings or paints applied to the product, normal wear and tear, growth of mould, mildew, fungi, bacteria or any other organism on the products surface (exposed or unexposed).
- vi) The project must be designed and constructed in accordance with all relevant requirements of the current New Zealand Building Code regulations and standards.
- vii) If satisfying a claim under this warranty which involves recoating or painting of BGC Fibre Cement (NZ) products, there may be slight colour differences between the replacement product and the original products due to the effect weathering and variations in materials over time.
- viii) All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by the law.

DISCLAIMER

The successful performance of the relevant product depends on a number of factors outside the control of BGC Fibre Cement (NZ). As such, BGC Fibre Cement (NZ) shall not be liable for the recommendations made in its literature and the performance of the products/systems including its suitability for any purpose or ability to comply with the relevant conditions set out in the New Zealand Building Code. It is the responsibility of the building designer to ensure that the details and recommendations provided in the relevant BGC Fibre Cement (NZ) installation guide are suitable for the intended project and that specific design is conducted where appropriate.

The instructions and recommendations in BGC Fibre Cement (NZ) literature are based on good building practice, but are in no way an exhaustive statement of all relevant information and are subject to conditions above. BGC Fibre Cement has tested the performance of its products when installed in accordance with the products technical specification, in accordance with the standards required by the New Zealand Building Code. Those test results demonstrate the products compliance with the performance criteria set out by the New Zealand Building Code.