

CEMINTEL CERAMIC TILE UNDERLAY SHEET PRODUCT WARRANTY

Product Description

Cemintel Ceramic Tile Underlay Sheet (“**Product**”)

Warranty Provider

CSR Building Products Limited (ACN 008 631 365) trading as Cemintel® (“**Cemintel**”)

What this Warranty applies to

The Product described above when handled, installed and maintained in accordance with the Cemintel Technical Manual current as at the time of purchase. Please check the Cemintel website for the latest version of the Cemintel Technical Manual.

Risks Covered

Subject to the conditions and exclusions set out in this warranty document, the Cemintel Product will remain free from any defects in manufacture and materials and shall not materially degrade, or break down during the Term of this warranty (“**Cemintel Warranty**”)

Term of Warranty

25 years from date of purchase.

Conditions

This Cemintel Warranty will only apply where:

- the Product is handled, installed and maintained in accordance with the relevant Cemintel Technical Manual current at the time of purchase;
- no external forces or causes have degraded the workmanship and/or materials of the Cemintel Product other than those forces or causes which the Building Code of Australia and/or the relevant Australian Standards regard the Cemintel Product as having been designed to withstand under normal conditions; and
- Cemintel is given a reasonable opportunity to inspect any alleged faulty Product in-situ prior to its removal, repair or replacement.

Exclusions

Cemintel Product is subject to natural variation in colour and finish due to the manufacturing process and the raw materials used in its manufacture. The builder/installer must ensure the Cemintel Product meets aesthetic requirements before installation (including variations when compared to sample materials, displays or printed illustrations, scratch marks and other reasonably visible surface imperfections).

The appearance and functionality of the Cemintel Product will also depend on a number of factors which are beyond the control of Cemintel. Design and installation of systems using the Product should always be carried out by experienced designers/builders in accordance with the Building Code of Australia and any other relevant industry standards.

To the extent that the law allows, Cemintel shall not be liable for:

- damage to Product arising from external causes outside of Cemintel’s control including but not limited to claims, defects or damages arising from or in any way attributable to handling of Product in transit and

on-site, poor design or detailing, poor workmanship, movement of materials to which the Product is attached and/or, incorrect design of the structure settlement or structural movement, high levels of pollution, acts of God including, but not limited to, floods, cyclones, earthquakes or other severe weather or unusual climatic conditions, performance of third party paint/coatings applied to the Product, or normal wear and tear;

- Deterioration of any part of a Cemintel Product caused by work carried out on the Cemintel Product after installation, including any re-use of the Product after its initial installation; or
- Any faults to the extent that they are caused or contributed to by any third party design or under-engineering of the building or structure to which the Cemintel Product is attached (including but not limited to the design of the frame or foundations to which the Cemintel Product is incorporated or affixed).

Remedies

Subject to any rights or remedies of consumers that cannot be limited, Cemintel’s liability under this Cemintel Warranty will be limited, at Cemintel’s option, to:

- supply a replacement of the defective Product or supply equivalent goods;
- repair the defective Product;
- payment for the supply of a replacement for the defective Product; or
- payment for the repair of the defective Product.

Other than as expressly set out in this Cemintel Warranty, and any warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), Cemintel excludes all other warranties and guarantees with regard to the Product, including all implied warranties and guarantees.

Any remedial work carried out or paid for under the provisions of this Cemintel Warranty will not extend the term of the Cemintel Warranty.

Consumer Guarantee Provisions

The following statement is provided where the Product is supplied to a buyer who is a “Consumer” under the Australian Consumer Law: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Making a Claim

If you are the property owner, please contact your Builder at first instance.

If you are the Builder or direct purchaser of the Product, please make a claim under this warranty by contacting us on 0800 277 123, or emailing us via www.cemintel.co.nz/contact-us

All expenses of claiming the Cemintel Warranty will be borne by the person making the claim. Cemintel requires reasonable documentation supporting the claim to be provided when making a claim.