

TERRACOTTA ROOFING PRODUCTS

NEW ZEALAND

MonierTM
SAINT-GOBAIN



WARRANTY

WARRANTY

CSR Building Products (NZ) Limited t/a Monier Roofing ("Monier Roofing") warrants that (subject to the conditions and exclusions set out below) Monier terracotta roof tiles, including ridge and barge tiles (Products):

- meet the applicable requirements of the New Zealand Building Code (NZBC) NCC at the date of manufacture;
- will remain free from manufacturing defects from the date of purchase for a period of 50 years; and
- will retain their colour from the date of purchase for a period of 50 years.

If Products have been repaired or replaced, the repaired or replaced tiles are warranted for the remainder of the original 50 year warranty term.

CONDITIONS

This warranty will only apply:

- to Products installed by a qualified tradesperson in accordance with the NZBC, other relevant laws and industry codes and Monier Roofing guides current at the time of purchase;
- to Products cleaned and maintained in accordance with Monier Roofing guides; and
- where Monier Roofing is provided a reasonable opportunity to inspect any alleged defective Product in situ prior to any repair, removal or replacement taking place.

EXCLUSIONS

- This warranty does not apply to:
 - a Product which is removed from its first place of installation and re-installed;
 - minor surface marks, blemishes and wax marks on Products. These are not Product defects as they are inherent in the manufacturing process and may occur in transit;
 - natural colour variation; or
 - efflorescence, which is not a Product defect but a temporary white deposit of mineral salts which can occur on the surface of Products and can diminish over time after exposure to the elements.
- This Product warranty does not cover any Product defect or damage to the extent it is caused or contributed to by:
 - external causes outside Monier Roofing's control including but not limited to, building structure movement, defects in the building design, pollution, exposure to conditions that would normally be deleterious to conventional terracotta products (e.g. acidic environments), mechanical damage, hydrostatic pressure, electrical or electrolytic damage, application of incorrect coatings, falling objects, animals or insects, neglect, fire, explosion, radiation, collision, or other accident, wars, riots, civil commotion, vandalism, or malicious damage, industrial action, acts of God and adverse weather conditions (including but not limited to hail, sand storms and wind speeds that exceed legislation requirements);

- a failure to maintain and clean Products in accordance with Monier Roofing guides and/or incorrect cleaning including cleaning with unsuitable chemicals or pressure;
- people walking on the Products and/or carrying out work on the Products/roof after installation (excluding where this work was engaged directly by Monier Roofing);
- materials and accessories supplied by third parties; and
- the installation process of the Products.

REMEDIES

- Subject to the rights and remedies of a consumer which cannot be limited at law, the liability of Monier Roofing under this warranty will be limited, at the sole option of Monier Roofing, to the:
 - supply of replacement Product or equivalent goods to replace the Product; or
 - repair of the Product; or
 - payment equivalent to the supply of a replacement or repair.
- Other than as expressly set out in this warranty, and the guarantees that cannot be excluded under law, Monier Roofing excludes all other warranties and guarantees with regard to the Products.

Where Monier Roofing elects to repair or replace Products, the tiles will vary in colour from those repaired or replaced due to the age difference between the tiles, manufacturing process and raw materials used.

CONSUMER GUARANTEES

The warranties above are provided in addition to and do not in any way limit, amend or restrict, any statutory rights under New Zealand's Consumer Guarantees Act 1993. The following statement is provided to a buyer who is a consumer under the New Zealand Consumer Guarantees Act 1993: Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993, and this warranty is in addition to, and does not in any way limit, amend or restrict, any statutory consumer rights under that Act. You are entitled to a replacement or refund for a failure of substantial character and 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 is not of substantial character.

MAKING A WARRANTY CLAIM

Any claims under this warranty must be made:

- either by email at csrremedials@csr.co.nz or call 0800 999 277;
- promptly upon discovery;
- prior to any Product removal, replacement, rectification or repair; and
- with supporting documentation including proof of purchase, installation date, address of installation, relevant Product photographs and a description of the claim.

All expense of claiming the warranty will be borne by the person making the claim.