

1. The scope of the Warranty
 - 1.1. This warranty ('Warranty') is provided by Etex Australia Pty Ltd (ABN 61 003 621 010), with its registered office at 31 Military Rd, Matraville NSW 2036, Australia, ('Warrantor').
 - 1.2. The Warranty is provided by Warrantor and applies solely and exclusively to the owner of the EQUITONE materials ('Owner') sold by the Warrantor and distributed through its New Zealand distributor ('Materials') in relation to the property where the Materials are installed ('Property') and there shall be no other third-party beneficiaries in connection with this Warranty. This Warranty is not provided to any re-supplier or subsequent seller of the Materials.
 - 1.3. Subject to the conditions, exclusions and limitations set out in this Warranty, the Warrantor warrants that at the time of delivery to the Owner the Materials will be in accordance with the material manufacturing standards, specifications and tolerance limits as stipulated in the material information sheet applicable at the time of the manufacturing of the Materials and available from <https://www.equitone.com/en-nz/> which are incorporated herein.
 - 1.4. Subject to the conditions, exclusions and limitations set out in this Warranty, the Warrantor warrants the Materials will remain free of defects in material and manufacture for a period of 15 (fifteen) years ('Term') from the date the Materials were purchased from the Warrantor's New Zealand distributor.
 - 1.5. This Warranty does not affect or limit in any way whatsoever the mandatory legal remedies upon which the Owner can rely upon under any applicable laws or statutes, including those rights described below. If the Owner receives compensation under this Warranty, to the fullest extent permitted by law, the Owner waives all of his/her/its rights to any other remedy and/or form of compensation.
 - 1.6. Any samples, descriptions or advertising literature ('Materials Marketing Products') Warrantor issues are provided and published solely to give Owner an approximate idea of the Materials they describe. The Materials Marketing Products are not intended to have any legal effect, nor do they constitute or form any part of this Warranty.
 - 1.7. No oral or written representation, statement, warranty or commitment given by anyone, including, but not limited to, an employee, representative or agent of Warrantor or third-party suppliers or distributors of the Materials shall create a guarantee or in any way increase or modify the terms or scope of this express Warranty and shall not form a part of the basis of the bargain.
2. Conditions
 - 2.1. This Warranty is to be read in conjunction with the Warrantor's instructions, guidelines and technical information regarding the Materials which is available at <https://www.equitone.com/en-nz/> ('Guidelines'). This Warranty does not apply in circumstances where the Materials have been stored, transported, handled, maintained, installed, fixed or used in any manner not in accordance with the standard industry practice and/or the Guidelines, nor where the Materials have been reused after their initial installation. For the avoidance of doubt, the Guidelines for installation and maintenance of the Materials available at the time of delivery to the Owner apply and prevail.
 - 2.2. The Warranty is only applicable if the Materials have been installed using the accessories specified or recommended by the Warrantor in the Guidelines. The Warrantor recommends that only those products, components and systems recommended or approved by it in writing, be used. The project which incorporates the Materials, must be designed and constructed in strict compliance with all relevant building codes (including but not limited to the Building Code of New Zealand), or other regulations and standards applicable at the time of delivery in the relevant jurisdiction.
 - 2.3. This Warranty is only applicable provided the Materials have been safely inspected on a reasonably regular basis, taking into consideration the age of the Materials, and the weather and environmental conditions they have been exposed to.
 - 2.4. Any third party products, including but not limited to solvents, paint and coating systems, applied to or used in conjunction with the Materials must be applied or installed and maintained in accordance with the relevant guidelines and by qualified tradespeople using good trade practice.
 - 2.5. For the avoidance of doubt, third party products applied to or used in conjunction with the Materials are not covered under this Warranty.
 - 2.6. For this Warranty to apply, to the extent permitted by law, the Warrantor will need to be satisfied that any defect claimed in the Materials by the Owner is attributable to defects in materials or the manufacturing process and not some other cause such as, but not limited to, design, installation, or the use of incompatible systems or incorporated products.
 - 2.7. The Materials shall be viewed for any visual defects from the ground in a perpendicular way and at a reasonable minimum distance of 3.0m (three meters). Any variations of the surface appearance which do not impair the characteristics or functions of the Materials are permitted.
3. Exclusions to your right to claim under this Warranty
 - 3.1. This Warranty does not apply to any defect in the Materials which does not relate to the manufacture and/or the raw materials used in the production of the Materials. The Warrantor will not be liable under this warranty for any claims, defects or damages arising from or in any way attributable to, for example:
 - 3.1.1. use of the Materials outside the Warrantor's recommendations;
 - 3.1.2. use of the Materials with systems, components, and/or accessories other than those recommended or approved in writing by the Warrantor;
 - 3.1.3. poor design and/or detailing;
 - 3.1.4. poor workmanship in installation;
 - 3.1.5. movement of materials to which the Materials are attached and/or defects in the underlying construction or design of the Property or structure to which the Materials are fixed or settlement, structural movement or subsidence of the Property or structure;

- 3.1.6. Unusual or severe levels of pollution affecting the functional quality of the Materials;
- 3.1.7. any minor or non-material defect of whatever nature;
- 3.1.8. efflorescence or any effect or damage caused by efflorescence;
- 3.1.9. general or normal weathering, discoloration, and surface imperfections like, but not limited to, blooms, minor cracks, inclusions, deformations, both due to the ageing of the Materials and/or environmental exposure;
- 3.1.10. growth of mould, mildew, fungi, bacteria or any other organism on the Materials;
- 3.1.11. any effect or damage to other materials or products used in the vicinity of the Materials because of water run-off;
- 3.1.12. abnormal weather or environmental conditions;
- 3.1.13. acts of God, including but not limited to floods, tornadoes, hurricanes, cyclones, earthquakes, other severe weather, or unusual climatic or environmental conditions;
- 3.1.14. direct contact with, or run off from, materials or substances which advance corrosion;
- 3.1.15. any application of solvents, paints or other cleaning products or processes to the Materials or any alteration or repair not approved by the Warrantor in writing;
- 3.1.16. normal wear and tear;
- 3.1.17. misuse or wilful damage, accidental damage or impact however caused;
- 3.1.18. any negligence of the Owner or any third party;
- 3.1.19. improper storage or handling inconsistent with the Guidelines;
- 3.1.20. any failure by Owner or a third party to use, treat or maintain the Materials in compliance with Section 2 above;
- 3.1.21. performance of paint/coatings applied to the Materials; and/or
- 3.1.22. products with a defined, limited shelf life (including, but not limited to, underroof sheets, paints, sealing agents, and glues), if the period between manufacture and date of purchase exceeds the shelf life of the product.

4. Claim process

- 4.1. An Owner making a claim under this Warranty does so at their own cost and must prior to any return or attempted repair of the Materials:
 - 4.1.1. inform the Warrantor in writing not later than 30 days after any alleged defect should reasonably have become apparent to the Owner;
 - 4.1.2. provide the Warrantor with the opportunity to inspect the alleged defect(s); and
 - 4.1.3. upon the Warrantor's request, the Owner must provide:
 - 4.1.3.1. details of the alleged defect(s);
 - 4.1.3.2. proof of purchase of the affected Materials; and
 - 4.1.3.3. photographs of the alleged defect(s).

If the Owner fails to comply with the above, this Warranty will be void to the extent permissible by law. Claims must be sent to Warrantor at the address below, or submitted electronically at info.australia@equitone.com:

Etex Australia Pty Ltd | EQUITONE ANZ
10-20 Jordan Close
Altona VIC 3018 Australia
+61(3)9988 2290

- 4.2. Following receipt of a claim, the Warrantor shall be entitled to inspect any alleged defect and if Warrantor considers it necessary, with the consent of the Owner, be permitted to remove a representative number of samples for testing.
- 4.3. The Warrantor will bear the costs of its own inspection and testing if the Materials are found to be covered by this Warranty. If not, and at the discretion of the Warrantor, the reasonable cost of the inspection and testing will be paid by the Owner. The Warrantor shall inform the Owner of the costs of the inspection and testing and the obligations of the parties under this clause before taking any action under Section 4.2. Failure to inform the Owner will result in no charge being assessed against the Owner for the inspection or testing.
- 4.4. The Owner is responsible for making the Property and Materials reasonably accessible for inspection or for paying the cost to make the Property and Materials reasonably accessible for inspection. Under the terms of this Warranty, the inspection will be performed during the normal business hours of the Warrantor's authorised representative or nominated individual(s).

5. Resolution

- 5.1. In the event of a valid claim under this Warranty, the Warrantor will, at its sole discretion:
 - 5.1.1. supply a replacement for the Materials found defective ('Replacement Option'); or
 - 5.1.2. repair the Materials found defective ('Repair Option') using the means and techniques deemed most suitable; or
 - 5.1.3. pay for the costs of one of the foregoing, to the exclusion of all other remedies and costs including but not limited to the demolition, removal and replacement of the defective Materials and the associated costs in any way connected to or involved with Sections 5.1.1 and 5.1.2; or
 - 5.1.4. refund the Owner the original purchase cost of the affected Materials ('Refund Option'). The liability of the Warrantor under this Warranty is in any event limited to the purchase cost of the affected Materials.
- 5.2. For the avoidance of doubt, if the Replacement Option is selected by Warrantor, Warrantor will not be liable for the demolition and removal of the defective Materials, nor will it be liable for the installation of the replacement panels.
- 5.3. If the Replacement Option above is selected by the Warrantor, the Owner acknowledges and accepts that there may be slight colour variation and differences between the original and replacement Materials.
- 5.4. The Warrantor is committed to a process of continuing product improvement and development. If identical replacement Materials are not available, the Warrantor will provide the product which in its absolute discretion, while acting reasonably, it deems to be the most suitable alternative available from its product line at time of replacement.
- 5.5. Any replacement Materials supplied or any Materials repaired under the terms of this Warranty shall only be covered by the terms and conditions of the original Warranty, and shall not be considered to have extended the Term of the Warranty granted hereunder. For the avoidance of doubt, in the event of any remedial intervention by the Warrantor under the Warranty, the original Warranty period continues to run and is not renewed.

6. Transfer of the Warranty

- 6.1. The Warranty will be automatically transferred to a subsequent owner of the Property (Subsequent Owner).
 - 6.2. All references to the Owner, in this Warranty, shall refer to the Owner or Subsequent Owner.
 - 6.3. Warrantor may transfer all or any of its rights and obligations under these terms to a successor without the consent of Owner. However, any such transfer will not impact any of the Owner's statutory rights.
7. Limits to the Warrantor's liability under the Warranty
- 7.1. The Warrantor acknowledges that under New Zealand consumer law, consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services. If the Owner is a "consumer" under New Zealand Consumer law, nothing in these terms will be read or applied to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, confirmation, warranty, guarantee, right or remedy implied by law and which cannot be excluded, restricted or modified. The benefits provided to the consumer by this Warranty are in addition to other rights or remedies available to the consumer under the law.
 - 7.2. To the maximum extent permitted by law, the Warrantor's total liability to Owner under the terms of this Warranty shall be limited to the original purchase price actually paid for the affected Materials, and shall not include any indirect or consequential damages, or damages resulting from faults and/or defects of design and workmanship.
 - 7.3. Except as expressly set forth in the Warranty, the Materials are provided to Owner "as is".
 - 7.4. Other than as expressly set out in this Warranty and the guarantees and remedies that cannot be excluded under Consumer Guarantees Act 1993 (NZ) and any other law, to the maximum extent permitted by law, the Warrantor excludes all other warranties, guarantees, remedies or conditions express or implied by law (including any implied warranties under the Contract and Commercial Law Act 2017 (NZ)), with regard to the Materials.
 - 7.5. The warranties set forth herein are in favour of the Owner only, and there shall be no other third-party beneficiaries to the Warranty. Warrantor will not be responsible or liable under this warranty, for loss or damage (including costs and expenses), which falls within any of the following categories:
 - 7.5.1. the costs of any work necessitated by the demolition or replacement of any defective Materials;
 - 7.5.2. any waste of the Owner or any third party's time;
 - 7.5.3. any claims against the Owner by third parties;
 - 7.5.4. misuse or wilful damage, accidental damage or impact damage however caused;
 - 7.5.5. any pure economic loss indirect or consequential loss to the Owner or any third parties arising out of or in connection with our failure to comply with this Warranty;
 - 7.5.6. losses relating to the Owner's business including but not limited to loss of profit, income or revenue, loss of business, missed opportunities, damage to goodwill, loss of anticipated savings and claims by the Owner's customers;
 - 7.5.7. in addition to the above any other costs, expenses or other direct special or consequential loss or damage; and/or
 - 7.6. In addition to the above, to the extent permitted by law and subject to clause 8 below, the Warrantor shall not be liable for any loss or damage arising in contract, tort (including but not limited to negligence), by reason of any representation, common law, statute or otherwise arising out of or in any way connected or occurring as a result of the supply, use or resale of the Materials, or as a result of any advice or assistance provided by it in relation to the handling, installation, use or disposal of the Materials.
 - 7.7. Every offer made under this Warranty by the Warrantor to settle a warranty claim is made under a reservation of all rights whether or not specifically stated at the time of offer.
8. General
- 8.1. In case of changes to the present Warranty, the Warranty in force at the date of purchase shall apply and prevail.
 - 8.2. The Warranty is to be interpreted and governed in accordance with New Zealand law.
 - 8.3. If any Court or competent authority decides that any provision, term, clause or sub-clause of the Warranty is invalid, unlawful or unenforceable in any way or to any extent, the term will, to that extent only, be severed from the remaining terms, which remaining terms shall continue to be valid to the fullest extent permitted by law.



Information

Please visit www.equitone.com for contact details and further information and technical documents.



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