



MASONS
Designed Smart, Built Tough.

Contractual Product Warranty

Dry Fix™ Damp Proof Course

Consumer Guarantees Act 1993

The purpose of the Consumer Guarantees Act is to contribute to a trading environment in which the interests of consumers are protected and to this end provides that consumers have certain:

- guarantees when acquiring goods or services from a supplier including that the goods are reasonably safe and fit for purpose and are otherwise of an acceptable quality; and
- certain rights of redress against suppliers and manufacturers if goods or services fail to comply with a guarantee.

This contractual warranty does not in any way affect the consumers right or remedies in terms of the Consumer Guarantees Act.

Masons warranty

Masons NZ Ltd warrants **Dry Fix™ Damp Proof Course** for a period of **15 years** from the date of purchase that the **Dry Fix™ Damp Proof Course**, will be free from defects due to defective factory workmanship or materials and, subject to compliance with the conditions below, will be resistant to tearing, rotting, breaking down of the materials to the extent set out in *Masons NZ Ltd's* relevant published literature current at the time of installation. *Masons NZ Ltd* warrants **Dry Fix™ Damp Proof Course** for a period of **15 years** but equal to the servicable life of the cladding.

Conditions of warranty

The warranty is strictly subject to the following conditions:

- Masons NZ Ltd* will not be liable for breach of warranty unless the claimant provides proof of purchase and makes a written claim either within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation;
- the claimant's sole remedy for breach of warranty is (at *Masons NZ Ltd's* option) that *Masons NZ Ltd* will either supply replacement product, rectify the affected product or pay for the cost of the replacement or rectification of the affected product;
- the project must be designed and constructed in strict compliance with all relevant provisions of the current New Zealand Building Code (NZBC), regulations and standards;
- the **Dry Fix™ Damp Proof Course** must be installed and maintained strictly in accordance with the relevant *Masons NZ Ltd* literature current at the time of installation and must be installed in conjunction with the components or products specified in the literature. Further, all other products, including coating and jointing

systems, applied to or used in conjunction with the **Dry Fix™ Damp Proof Course** must be applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions and good trade practice;

- Masons NZ Ltd* will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing *Masons NZ Ltd* will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, normal wear and tear, growth of mould, mildew, fungi, bacteria, or any organism on any Product surface or Product (whether on the exposed or unexposed surfaces);
- this warranty is not transferable;

Disclaimer

The recommendations in *Masons NZ Ltd's* literature are based on good building practice, but are not an exhaustive statement of all relevant information and are subject to conditions (c), (d), (e) and (f) above. *Masons NZ Ltd* has tested the performance of the **Dry Fix™ Damp Proof Course** when installed in accordance **Dry Fix™ Damp Proof Course** Manual, in accordance with the standards and verification methods required by the NZBC and those test results demonstrate the product complies with the performance criteria established by the NZBC. However, as the successful performance of the relevant system depends on numerous factors outside the control of *Masons NZ Ltd* (e.g. quality of workmanship and design) *Masons NZ Ltd* shall not be liable for the recommendations made in its literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the NZBC, regulations and standards, as it is the responsibility of the building designer to ensure that the details and recommendations provided in the relevant *Masons NZ Ltd* installation manual are suitable for the intended project and that specific design is conducted where appropriate.

For Warranty claims please contact 0800 522 533