



enviro square

KAPO Board

Product warranty

September 2015

Enviro Square Limited (KAPO Calcium Silicate Board) warrants for a period of 20 years from the date of purchase that the KAPO Calcium Silicate Board will be free from manufacturing defects due to defective factory workmanship or materials and, subject to compliance with the conditions below, will be resistant to cracking, rotting, fire and damage from termite attacks. Product information can be located on the company website, www.envirosquare.com or are available upon request.

Enviro Square Limited warrants that the Products supplied are and will be of first quality, free from manufacturing defect and conform to the products technical data sheet and are fit for their intended purpose as detailed in each products Technical data sheet and the Blush Specification Manual. Product information can be located on the company website, www.envirosquare.com or are available upon request.

Nothing in this document shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified at law.

WARRANTY - MANUFACTURING DEFECTS:

The warranty is strictly subject to the following conditions:

- a) The warranties are only available to the Original Purchaser who provides Enviro Square Ltd with proof of purchase and who makes the claim in writing within 30 days from when the defect should have become apparent.
- b) this warranty is not transferable;
- c) the Product must be installed and maintained strictly in accordance with the relevant Enviro Square 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 Product must be applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions and good trade practice;
- d) 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;
- e) The remedies provided by Enviro Square for a breach of either of the warranty provided are limited to Enviro Square replacing the Product, subject to such replacement Products being available in the manufacturing inventory at the time the claim is accepted by Enviro Square or at its option Enviro Square will refund the purchase price of the product. The Purchaser is not entitled to any other remedy with respect to a warranty claim.
- f) Enviro Square 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 Enviro Square 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 KAPO Calcium Silicate Board 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, efflorescence or performance of paint/coatings applied to the Product, 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);
- g) all warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law;
- h) if meeting a claim under this warranty involves re-coating of Products, there may be slight colour differences between the original and replacement Products due to the effects of weathering and variations in materials over time.