

## NZ Product Warranty

## **Low-rise Residential Systems**

Date: SAMPLE	Warranty No. SAMPLE
Description:	Hebel <sup>®</sup> Autoclaved Aerated Concrete panels and blocks (Hebel Products) Hebel <sup>®</sup> Related accessories (Hebel Accessories)
Who is providing the Warranty:	CSR Building Products (NZ) Limited (trading as CSR Hebel). This warranty is authorised by: The NZ Manager (CSR Hebel) - Phone 0800 4 HEBEL (0800 443 235) - Email: <u>info@csrhebel.co.nz</u> - PO Box 29354, Christchurch 8540, New Zealand
Who the Warranty is provided to:	SAMPLE
Address:	Where an address is provided this warranty is limited only to the Hebel Products and/or Hebel Accessories supplied for use at that address. CSR Hebel is not responsible for ensuring that the Hebel Products and /or Hebel Accessories are appropriate for the intended application.
What this Warranty applies to:	Hebel Products and Hebel Accessories described above when used in low rise residential systems (for panels: frame construction - up to 3 storeys; for blocks: block homes up to 3 storeys) and handled, installed and maintained in accordance with CSR Hebel literature including installation and maintenance guides current as at the time of purchase and installation (Literature).
Risks Covered:	Subject to the conditions and exclusions set out in this warranty document and for the term of this warranty the Hebel Products and Hebel Accessories are free from any inherent defects in manufacture and shall not materially degrade, corrode or break down to the extent such is caused by inherent defects in manufacture ("Hebel Warranty").
Term of Warranty	Hebel Products Hebel Accessories     - 20 years from the date of purchase       - 15 years from the date of purchase
Conditions	<ul> <li>This Hebel Warranty will only apply where: <ul> <li>(a) The Hebel Products and/or Hebel Accessories have been paid for in full;</li> <li>(b) CSR Hebel is notified within 12 weeks after the alleged defect is discovered (or after the alleged defect ought to have been discovered) and in no circumstances after the expiry of the relevant Hebel warranty;</li> <li>(c) CSR Hebel is provided a reasonable opportunity to inspect the alleged defective Hebel Products and/or Hebel Accessories in situ and prior to their removal, repair or replacement</li> <li>(d) The Hebel Products and/or Hebel Accessories have been handled, installed and maintained in accordance with CSR Hebel's Literature current as at the time of purchase;</li> <li>(e) In addition to [or without limitation to] the above, where the Hebel Products and/or Hebel Accessories are used as part of a Hebel building system: <ul> <li>all components used in the Hebel building system were as specified and sold by CSR Hebel; and</li> <li>the relevant Hebel building system was constructed in compliance with CSR Hebel's Literature current as at the time of purchase and in accordance with the New Zealand Building Code and any other relevant New Zealand laws, regulations and industry codes.</li> </ul> </li> </ul></li></ul>



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Exclusions	<ul> <li>For the avoidance of doubt, this Hebel Warranty does not apply and CSR Hebel is not liable for matters including but not limited to: <ul> <li>(a) Damage or deterioration to Hebel Products and/or Hebel Accessories arising from external causes outside the CSR Hebel's control including but not limited to, building structure movement, welding or other heating, pollution, exposure to conditions that would normally be deleterious to conventional concrete products (e.g. acidic environments), mechanical damage, hydrostatic pressure, electrical or electrolytic damage, incorrect cleaning, neglect, fire, explosion, radiation, collision, or other accident, acts of God, wars, riots, civil commotion, vandalism, or malicious damage, industrial action, adverse weather conditions (such as, for example, hail storms, sand storms) and the like.</li> <li>(b) Damage or deterioration of any part of a Hebel Products and/or Hebel Accessories caused by work carried out on the Hebel Products and/or Hebel Accessories or any other part of the structure of which they form part after installation.</li> <li>(c) Any faults to the extent that they are caused or contributed to by any third party design or engineering of the building or structure to which the Hebel Products and/or Hebel Accessories is attached (including but not limited to the design of the frame or foundations to which the Hebel Products and/or</li> </ul> </li> </ul>
	<ul> <li>(d) Any faults to the extent they are caused or contributed to by any materials or accessories supplied by third parties.</li> <li>(e) Cracking in any coatings applied over any Hebel Products and/or Hebel Accessories (Note: Before choosing a coating system, it is the purchaser's responsibility to liaise with the coating manufacturer to ensure that the coating system is suitable to the Hebel Products substrate and that it provides the minimum elasticity &amp; water ingress protection in accordance with CSR Hebel Literature current as at the time of purchase)</li> </ul>
	Other than as expressly set out in this Hebel Warranty, and other than the warranties that cannot be excluded under the Consumers Guarantees Act 1993 (NZ) and any other relevant New Zealand law, CSR Hebel excludes all warranties and guarantees and has no liability with regard to Hebel Products and Hebel Accessories including all implied warranties and guarantees.
Nature of Recompense	<ul> <li>If a valid claim is made pursuant to this Warranty, CSR Hebel will, at its sole option:</li> <li>(a) Supply a replacement of the defective Hebel Products and/or Hebel Accessories or supply equivalent goods; or</li> <li>(b) Repair the defective Hebel Products and/or Hebel Accessories; or</li> <li>(c) Pay for the supply of a replacement for the defective Hebel Products and/or Hebel Accessories; or</li> <li>(d) Payment for the repair of the defective Hebel Products and/or Hebel Accessories.</li> </ul> This Warranty and the processing of any claim pursuant to it is conditional upon the completion of a binding settlement deed in full and final settlement of any associated claims relating to the Hebel Products or Hebel Accessories relevant to the applicable claim(s).
	Other than liability which cannot be excluded by law except as set out above, CSR Hebel otherwise excludes all liability for loss and damage (including without limitation all indirect and consequential loss). Any remedial work carried out or paid for under the provisions of this warranty will not extend the term of the warranty. In all cases, CSR Hebel's liability is limited to the value of the Hebel Products and/or Hebel Accessories.
Disclaimer	The mere granting of this warranty to a particular person, organisation, or in respect of a specific building, should not be taken to infer in any way that CSR Hebel has satisfied itself as to the compliance of any particular building with any of the conditions of this warranty, including (without limitation) that Hebel Products and/or Hebel Accessories were exclusively used in its construction. The beneficiary of the warranty should satisfy themselves in this regard.
Related Warranties	This Hebel Warranty does not apply in respect of third party coating products or systems. Please see your coating supplier for details of their warranty
Claim Process	Please contact The Manager (contact details above) for consideration of your claim in the first instance. All expense of claiming under the Hebel Warranty will be borne by the person making the claim. CSR Hebel may require documents and other information supporting the claim including but not limited to proof of purchase to be provided.



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