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NZ Brick Distributors 25 Year Guarantee

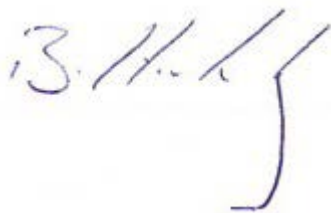
Monier and Austral Bricks manufacture all products to satisfy the requirements of the Australian and New Zealand Standard for Masonry Units and Segmental Pavers, AS/NZS 4455. All products are tested to the Australian and New Zealand Standard for Masonry Units and Segmental Pavers – Methods of Test, AS/NZS 4456. The testing is carried out in each manufacturer's NATA registered laboratories.

The design and construction of the project should be according to New Zealand Standards NZS 3604 (Timber Framed Buildings) and NZS 4210 (Masonry Construction). For steel framed structures the NASH (National Association of Steel Housing) Standard – *Residential and Low-rise Steel Framing Part 1: Design Criteria* is called up as a verification method under B1 Structure.

NZ Brick Distributors warrants Monier and Austral Bricks manufacture their products in accordance with all New Zealand legislative requirements. Please refer to our terms of trade regarding the extent of protection given by this warranty.

I trust this information is helpful, but should you have any questions, please do not hesitate to contact NZ Brick Distributors on 0800 274257.

Yours sincerely,



Blair Hickling
General Manager
NZ Brick Distributors

Warranty Terms and Conditions

NZ Brick Distributors GP Limited (“the Company”)

The Company warrants that its bricks are manufactured and tested to Australian and New Zealand Standards for Masonry Units and Segmental Pavers – Methods of Test, AS/NZS 4456 and are fit for all of the purposes for which goods of this kind are commonly supplied (“intended purpose”); they will comply with the relevant Building Code for a period of 25 years from date of original purchase, and they will remain colourfast and durable for the lifetime of the bricks.

This warranty extends only to:

- defects occurring in materials and/or workmanship where the bricks are used for their intended purpose; and
- bricks where the grade selected is appropriate for the intended purpose; and
- Bricks laid in compliance with all relevant Building Codes, Regulations and New Zealand Standards.

For this warranty to be valid the design and construction of the project must:

- Conform to standards NZS 3604 (Timber Framed Buildings) and NZS 4210 (Masonry Construction).
- For steel framed structures the NASH (National Association of Steel Housing) Standard – Residential and Low-rise Steel Framing Part 1: Design Criteria is called up as a verification method under B1 Structure.

Reasonable evidence of the date of your original purchase must be provided to qualify for these warranties. The original sales receipt is your best proof of purchase.

These warranties do not cover:

- to the extent permissible by law, consequential damage (whether structural or otherwise) or failure due to accidental damage, impact, misuse or negligence of any third party;
- inappropriate choice of product grade;
- slight variations in product colour – variations in colour and shade are inherent in fired clay products;
- bricks that are damaged by cleaning;
- installation or use of bricks other than in accordance with relevant Building Codes, Regulations and New Zealand Standards;
- Bricks that are re-used;
- damage arising out of any ‘force majeure’ event including but not limited to earthquake, flood, act of God or war; or
- damage arising out of extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments.

All costs of disposal, re-installation, cartage, freight, kilometre expenses and insurance associated with these warranties are to be paid by the claimant.

The following statement applies if the supply of the bricks is a consumer supply as defined in the New Zealand Consumer Guarantees Act 1993 (“the Act”). In this statement, ‘Our’ means ‘the Company’, and ‘goods’ means ‘Bricks’:

Our goods come with guarantees that cannot be excluded under New Zealand Consumer Law. If this supply is to a consumer then the basis of our liability is limited to the implied guarantees under the Act and the remedies available to you as a consumer are limited to those available under the Act.

The liability of the Company is limited, to the extent permissible by law including the Act, and at the option of the Company, to either:

- replacing the bricks or the supply of equivalent products; or
- the payment of the cost of acquiring equivalent products.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these warranty terms and conditions are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company’s failure in complying with its obligations.

The benefits given to you in this warranty are in addition to other rights and remedies under law in relation to the Bricks to which this warranty applies.

This warranty is not applicable outside New Zealand.

To make a claim under this warranty, to discuss your warranty, for technical support or to obtain locations for your nearest stockist, please call 0800 274 257 or visit www.nzbrickdistributors.co.nz