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## **BUILDING PRODUCT WARRANTY – RESIDENTIAL**

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### **WE ARE 100% BEHIND OUR CERTIFIED READY MIXED CONCRETE**

Should Firth's Certified Ready Mixed Concrete fail to perform as claimed, Firth will work with the relevant parties to help resolve the issue.

### **YOU'RE PROTECTED WITH FIRTH CERTIFIED READY MIXED CONCRETE**

Firth is New Zealand's largest manufacturer of concrete, our products are made for local conditions and meet or exceed New Zealand Building Code requirements. Firth manufactures its Certified Ready Mixed Concrete to NZS3104 and is independently audited by the NZRMCA Plant Audit Scheme. In addition the quality management system is independently audited to confirm compliance to AS/NZS ISO9001.

### **PRODUCTS & SYSTEMS**

Concrete is a product which is combined with other products such as hardfill, reinforcement, fibres, supports, anchors, structural steel, insulation, void forming pods, specialist surface finishes, jointing systems etc. to produce the end product such as a floor slab, reinforced concrete beam/column/wall. To ensure compliance with the NZBC, design needs to comply with various concrete design standards including but not limited to NZS3101, NZS4230, NZS3106, NZS3604, and NZS4229. Placement, early age care and curing of concrete needs to comply with NZS3109, the designer's specification, and good trade practice.

### **PRODUCT WARRANTY**

Firth Industries warrants that Firth Certified Ready Mixed Concrete will for a period of 10 years from the date of purchase:

- For concrete in a normal environment, will exceed the rejection limit specified by NZS3109 for the 28 day concrete cylinder compressive strength at the point of dispatch from the manufacturing plant.
- Subject to compliance with the conditions attached, that the products will perform to the extent set out in the relevant Firth Industries published literature current at the time of installation.

This warranty is subject to the design, construction, and maintenance requirements and the other warranty conditions set out in this document. Water or secondary products added by others will void the warranty.

Texture and colour variation due to the natural material used can occur in concrete and is not deemed a product defect. Chipping, cracking, or efflorescence is also not deemed a product defect.

Nothing in this warranty shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act 1993 or otherwise which cannot be excluded or modified by law.

### **PRODUCT INSTALLATION, MAINTENANCE AND SUPPORT**

This warranty is subject to the concrete being installed in accordance with the project specification, NZS3109 and good trade practice. It assumes that others (suitably qualified designer) have determined and defined the required strength and binder composition for the proposed end use.



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**THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:**

1. This warranty only applies where the product is used or installed in residential building work in New Zealand (the "project"). This warranty will be invalidated if the project is not designed and constructed in strict compliance with all relevant provisions of the New Zealand Building Code, and in compliance with other regulations and standards that apply to the project.
  2. A person claiming under this warranty must provide written proof of purchase and make 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.
  3. This warranty does not apply where the product has been used in any manner not in accordance with the product literature of Firth Industries that is current and publically available at the time of purchase.
  4. This warranty does not apply to normal wear or tear, or damage caused by accident, misuse, abuse, fire, earthquake, or other external cause.
  5. In the event of a breach of this warranty during the warranty period Firth Industries will, at its sole option, do one of the following: (a) supply replacement product; (b) rectify the defective concrete product; (c) pay for the cost of supplying replacement concrete for the defective concrete; or (d) provide a refund of the purchase price of the defective concrete. Firth Industries will not be liable for any losses or damages arising as a result of a breach of warranty or the defective product, other than as set out in this paragraph [5].
  6. In the event of a breach of this warranty Firth Industries will not be liable in contract, tort, equity or for breach of any statute (to the fullest extent permitted by law) for any indirect losses or consequential damages of any kind, or for loss of profits, loss of use, loss of anticipated savings, loss of production, or loss of goodwill.
  7. Firth Industries will not be liable under this warranty for any claims, damages, or defects arising from or in any way attributable to events outside of its control, including but not limited to: incorrect installation or poor building work, poor design or detailing, defect or failure of other products, efflorescence, cracking, colour variation, water ingress, normal wear and tear, growth of mould, mildew, fungi, or bacteria on the surface of the product, settlement or structural movement, combination of the product with other products, coatings or finishes not approved for use with the product, or acts of God (such as earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions).
  8. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent permitted by law.
  9. No employee or representative of Firth Industries is authorised to modify this warranty unless such modification is made in writing and is signed by an authorised officer of Firth Industries.
  10. If the project is a newly constructed residential dwelling that is constructed by a developer for the purposes of sale then this warranty is assignable by the developer to the initial purchaser of that dwelling. In all other cases, this warranty is non-transferrable and non-assignable.
  11. The statements in this warranty may be superseded at any time by Firth Industries publishing a new warranty on its website, and in that case the new warranty will apply from that date.
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