MASONS VENTILATED BATTENS WARRANTY

V1.0 Sept 2024



WARRANTY GENERAL TERMS

This warranty applies to Masons Ventilated Battens supplied by Masons NZ Ltd when used in accordance with all Masons NZ Ltd requirements.

This warranty is to be read in conjunction with all relevant and applicable technical documentation supplied or referenced by Masons NZ Ltd.

Date warranty valid: 15 years from proven date of purchase or dispatch from Masons NZ Ltd whichever is the earlier.

All inquiries relating to this warranty must (in the first instance) be directed to the place of purchase, the supplier or the installer.

Masons NZ Ltd warrants that:

At the time of delivery to the merchant or site (where applicable), the Masons Ventilated Battens will:

- **>** be free from freight-related defects
- be free from defects that may have arisen through defective factory workmanship or
- > conform to the performance characteristics listed in the pass™, Codemark, or BPIR statement ('warranted condition') when installed correctly per Masons installation instructions. The installation needs to be supervised and signed off by a Licensed Practitioner Builder. **NB:** Workmanship is warranted by the tradespeople installing the Masons Ventilated Battens. It is **not covered** by this warranty.

In the event a breach of the warranty is proven, the following applies:

- Masons NZ Ltd will, at its discretion, supply replacement Masons Ventilated Battens without charge or refund the value of the product.
- > Other losses or damage caused by a breach of the warranty or a failure of the product for any other reason are not covered.
- Masons NZ Ltd obligations under this warranty are limited to the replacement of defective Masons Ventilated Battens. The value of the materials will be reduced pro-rata, based on the remaining life of the product (as set by

- the relevant durability requirements of the NZ Building Code).
- Masons NZ Ltd reserves the right to supply other comparable materials should the warranted materials no longer be supplied by Masons NZ Ltd.

This warranty is subject to the following:

- > Receipt of date of purchase of the product.
- Evidence of failure.
- **>** Receipt of a written claim from the claimant either within 30 days of when 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 claim must include full details of the alleged defect.
- **>** Evidence satisfactory to Masons NZ Ltd that all maintenance requirements have been carried out
- > Evidence that Masons Ventilated Battens has been installed by approved and suitable persons. See Masons Ventilated Battens Installation Guide.
- The warranty does not cover failure or problems caused by defective use; failure relating to improper design of the project structure; structural failure; settlement; movement of materials to which the product is attached or dependent on; acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions; inadequate maintenance; growth of mould, mildew, fungi, bacteria or any organism on any product; or acts or omissions of a third party over whom Masons NZ Ltd has no control. Including penetrations or damage to the Ventilated Battens by others.
- The warranty does not cover failure arising from the failure to follow all of Masons NZ Ltd advice.
- Normal wear and tear are excluded from this warranty.

All relevant information is available from Masons NZ Ltd (refer to www.mpb.co.nz).

