



CONCRETE SEGMENTAL PAVING RANGE

02.07.2020

V4

Building Product Warranty – Residential

WE ARE 100% BEHIND OUR CONCRETE SEGMENTAL PAVING PRODUCTS

If any Firth Concrete Segmental Paving products fails to perform as claimed, Firth will work with the relevant parties to help resolve the issue.

YOU'RE PROTECTED WITH FIRTH CONCRETE SEGMENTAL PAVING PRODUCTS

As New Zealand's largest manufacture of concrete masonry products, Firth products are made for local conditions and to meet or exceed New Zealand Building Code requirements. Firth manufacture its concrete segmental pavers to NZS3116 in association with AS/NZS4455 and AS/NZS4456 with an independently audited quality management system confirming to AS/NZS ISO9001.

PRODUCTS AND SYSTEMS

Concrete segmental paving are products which are combined with other products such as hardfill, bedding sand, joint sand, and sometimes coatings, to make up a system such as a paved area. To ensure compliance with the NZBC, design needs to comply with NZS3116. Installation of the paving system also needs to confirm to NZS3116. The Designer Series range shall be sealed by the installer. Sealing helps to increase long term durability, aid colour retention, and reduce maintenance. The Firth documents are available for free download on the Firth Website

It is recommended that Firth Dricon products are used with Firth Segmental Paving products to ensure compliance with NZS3116.

PRODUCT WARRANTY

Firth Industries warrants that Firth Concrete Segmental Paving Range will for a period of 10 years from the date of purchase:

- be free from defects outside the acceptable limits specified in NZS3116 and AS/NZS4455 due to factory workmanship or materials used in manufacturing the product; and
- 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 storage, installation and maintenance requirements and the other warranty conditions set out in this document.

Texture and colour variation due to the natural material used can occur in masonry products and is not deemed a product defect. Minor 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 Firth Concrete Segmental Paving Range being properly stored, installed and maintained in accordance with NZS3116 and the *Firth Concrete Segmental Paving Product Technical Statement*.

CONDITIONS OF WARRANTY

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. This warranty does not apply to any damage suffered during delivery.
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 masonry product; (b) rectify the defective masonry product; (c) pay for the cost of supplying replacement masonry for the defective masonry product; or (d) provide a refund of the purchase price of the defective masonry product. 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: poor storage of product on site, incorrect installation or poor building work, poor design or detailing, defect or failure of other products, efflorescence, performance of paint/coating applied to the product, 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.