

## BUILDING PRODUCT WARRANTY - RESIDENTIAL

### YOU'RE PROTECTED WITH DRICON TRADE MORTARS

As New Zealand's leading manufacturer of Trade Mortars, Dricon produces products made specifically for local conditions and to meet or exceed building code requirements. Dricon manufactures its Trade Mortar products to exceed the requirements of NZS 4210:2001 Masonry Construction: Materials and Workmanship with an independently audited quality management system confirming to AS/NZS ISO9001.

If any Dricon Trade Mortar fails to perform as claimed, Dricon will work with the relevant parties to help resolve the issue. The range consists of Trade Mortar (TM), Brick Mortar (BM), Coloured Mortar (CM), Coloured Architectural Masonry Mortar (AM) and Trade Mortar Extra (TX).

### PRODUCTS AND SYSTEMS

Dricon Trade Mortars are combined with other products such as brick veneers, hollow masonry blocks, veneer ties, reinforcement and coatings to make up a system such as a structural or masonry veneer wall. To ensure compliance with the NZ Building Code the appropriate Dricon product must be selected (refer Dricon Product Manual). The product must be mixed and used in accordance with the instructions printed on the bags and the masonry wall constructed in accordance with NZS4210.

### PRODUCT WARRANTY

Dricon warrants that its Trade Mortar products will for a period of 10 years from the date of purchase:

- a) Achieve the 28 day compressive strength stated for the product when mixed in accordance with the instructions on the bag and tested in accordance with NZS 3112.2:1998 Methods of test for concrete - Tests relating to the determination of strength of concrete
- b) Subject to compliance with the conditions attached, that the products will perform to the extent set out in the Dricon Product Manual and on bags current at the time of installation

This warranty is subject to storage, installation and maintenance requirements and the other warranty conditions set out in this document. This warranty is void if the product has been contaminated with moisture prior to use.

Texture and colour variations due to the natural materials used in manufacturing can occur in Trade Mortar products and are not deemed a product defect. Efflorescence (coloured deposits, often white and powdery or calcified, which sometimes form on concrete and mortar products) is not deemed to be a defect as it is a natural part of the curing process. Efflorescence is a temporary phenomenon that may manifest, at any time, for undefinable periods of time and with varying severity. Its management is outside of the control of Dricon and in general it is recommended to let it run its course. If desired, methods and products to reduce/remove efflorescence are available.

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.

### CONDITIONS OF WARRANTY

This warranty is subject to Dricon Trade Mortar products being properly stored, installed and maintained in accordance with the instructions on the bag, the confines of NZS4210, the Dricon Product Technical Statement and the following conditions:

1. This warranty only applies when the product is 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 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 within 30 days after the defect would have become reasonably apparent. 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 Dricon that is current and publically available at the time of purchase.

4. In the event of a breach of this warranty during the warranty period Dricon will, at its sole discretion and in accordance with the Consumer Guarantees Act 1993, do either of:

- a) Supply replacement product or pay for the cost of supplying replacement product for the defective mortar product
- b) Rectify the defective mortar product
- c) Provide a refund of the purchase price of the defective mortar

5. Dricon will not be liable for any losses or damages as a result of a breach of warranty or defective product, outside of this document.

6. In the event of a breach of this warranty Dricon 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. Dricon 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:

- a) Poor storage of product on site
- b) Incorrect installation or poor building work
- c) Poor design or detailing
- d) Defect or failure of other adjoining or connected products
- e) Performance of paint/coating applied to the product
- f) Water ingress
- g) Normal wear and tear
- h) Staining, efflorescence, growth of mould, mildew, fungi, or bacteria on the surface of the product
- i) Settlement or structural movement
- j) Acts of God (such as earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions)
- k) Damage caused by accident, misuse or abuse
- l) Damage from delivery of product to site

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 Dricon is authorised to modify this warranty unless such modification is made in writing and is signed by an authorised officer of Dricon.

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.