

MONIER CONCRETE ROOF TILES PRODUCT WARRANTY

1. **Product Warranty: Monier Concrete Roof Tiles** sold in New Zealand by (or on behalf of) CSR Building Products Limited trading as Monier Roofing (“Monier Roofing”).
2. **Monier Roofing warrants that:** Subject to the conditions and exclusions set out in this warranty document, and for the term of this warranty, Monier concrete tiles complied with the performance criteria required under NZS4206:1992 / AS2049:2002 in respect to;
 - (i) water absorption;
 - (ii) permeability;
 - (iii) transverse strength;
 - (iv) freeze/thaw, and
 - (v) will remain unaffected by salt for the warranty period. (“Monier Warranty”).
3. **Who is providing the warranty:** CSR Building Products (NZ) Limited trading as Monier Roofing, contactable on 0800 666 437
4. **This warranty is provided for the benefit of:** the builder/installer and also the end-user (such as the homeowner). This warranty applies to roofs that have been ordinarily acquired for personal, domestic or household use or consumption and the amount paid or payable did not exceed \$40,000.
5. **Address:** Where an address is provided this warranty is limited only to the supply of the Monier Concrete Roof Tiles for use at that address.
Monier Roofing is not responsible for ensuring that the Monier Concrete Roof Tiles are appropriate for the intended application.
6. **Monier’s 50 year performance warranty came into effect** in New Zealand after 1 September 1997 and will not be retrospectively applied to roof tiles installed prior to this date without supporting evidence of a valid warranty being supplied.
7. **Products and applications to which this warranty applies:** Monier Concrete Roof Tiles installed and handled by a qualified Monier installer and maintained in accordance with the Monier Roofing literature including installation and maintenance guides current as at the time of purchase and installation (“Literature”).
8. **Term of warranty:** Monier Concrete Roof Tiles - 50 years from the date of purchase.

For the avoidance of doubt, if Monier Concrete Roof Tiles have been repaired or replaced with Monier Concrete Roof Tiles in accordance with the Monier Warranty (at the sole option of Monier Roofing as outlined in the Nature of Recompense section below), the repaired or replaced tiles are warranted for the remainder of the original 50 year warranty term. These rights are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.
9. **Conditions:** This Monier Warranty will only apply where:
 - (a) The purchaser must register their details at monier.co.nz/Warranties/ within 12 months from the date of purchase and must retain evidence of the date of purchase in order to make a claim against this warranty;
 - (b) Monier Roofing is notified within 12 weeks after the alleged defect is discovered (or after the alleged defect ought to have been discovered);
 - (c) In no circumstances can a claim be made after the expiry of Monier’s Warranty period;
 - (d) Monier Roofing is provided a reasonable opportunity to inspect the alleged defective Monier Concrete Roof Tiles in situ and prior to their removal, repair or replacement;
 - (e) The Monier Concrete Roof Tiles were installed in compliance with Monier Roofing’s Literature current as at the time of purchase and in accordance with the New Zealand Building Code and any other relevant New Zealand laws, regulations and industry codes.
10. **Exclusions:** For the avoidance of any doubt, this Monier Warranty does not apply and Monier Roofing is not liable for matters including but not limited to:
 - (a) Minor surface marks and blemishes. These are not considered a product defect as they are inherent in the manufacturing process and may occur when transported from plant to site;
 - (b) Weathering and colour change of the Monier Concrete Roof Tiles as a result of exposure to the elements and air pollutants. Weathering of the tiles will occur and the surface will change to a matt finish. This will not affect the overall performance of the Monier Concrete Roof Tiles and is not considered a defect;
 - (c) Any tiles which are removed from their first place of installation and re-installed;
 - (d) Efflorescence of the roof tiles. Efflorescence is a natural process seen on areas including footpaths, pavers and brick walls, when alkaline deposits gravitate to surfaces exposed to moisture. The surface of each of Monier Roofing’s Concrete Tiles is treated to minimise efflorescence and such occurrences should completely disappear after additional exposure to the elements;
 - (e) Damage or deterioration to the Monier Concrete Roof Tiles arising from external causes outside Monier Roofing’s control including but not limited to, building structure movement, defects in the building design, pollution, exposure to conditions that would normally be deleterious to conventional concrete products (e.g. acidic environments), mechanical damage, hydrostatic pressure, electrical or electrolytic damage, incorrect cleaning including cleaning with unsuitable chemicals or pressure, application of incorrect coatings, falling objects, animals or insects, neglect, fire, explosion, radiation, collision, or other accident, acts of God, wars, riots, civil commotion, vandalism, or malicious damage, industrial action, adverse weather conditions (such as, for example, hail storms, sand storms) and the like;

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- (f) Damage or deterioration to any part of the Monier Concrete Roof Tiles caused by work carried out on the Monier Concrete Roof Tiles after installation including, but not limited to, people (other than Monier Roofing qualified installers) walking over or working on the roof;
- (g) Any faults to the extent that they are caused or contributed to by any third party design or engineering of the building or structure to which the Monier Concrete Roof Tiles are attached (including but not limited to the design of the frame to which the Monier Concrete Roof Tiles are affixed;
- (h) Any faults to the extent that they are caused or contributed to by the materials and accessories supplied by third parties. Examples of such third party products include but are not limited to sarking, clips and nails, flexible pointing, anti-ponding board, fire wall batts and battens; and
- (i) Other than as expressly set out in this Monier Warranty, and other than the warranties that cannot be excluded under the Consumers Guarantees Act 1993 (NZ) and any other relevant New Zealand law, Monier Roofing excludes all warranties and guarantees and has no liability with regard to the Monier Concrete Roof Tiles including all implied warranties and guarantees.

11. Nature of recompense: Subject to the rights and remedies of a consumer under a law which cannot be limited, the liability of Monier Roofing under this Monier Warranty or otherwise in relation to the Monier Concrete Tile Roofing will be limited, at the sole option of Monier Roofing, to the:

- (a) Supply of Monier Concrete Roof Tiles or equivalent goods to replace the Monier Concrete Roof Tiles; or
- (b) Repair of the Monier Concrete Roof Tiles; or
- (c) Payment for the supply of a replacement for the Monier Concrete Roof Tiles; or
- (d) Payment for the repair of the Monier Concrete Roof Tiles.

Please note: Where Monier Roofing elects to repair or replace Monier Concrete Roof Tiles, the tiles will vary in colour from those repaired or replaced. Some colour variation will occur from batch to batch due to the manufacturing technique and raw materials used. Monier Roofing will endeavour to supply tiles similar to, or as near as possible to, any samples provided.

Other than liability which cannot be excluded by law, except as set out above, Monier Roofing otherwise excludes all liability for loss and damage (including without limitation all indirect and consequential loss).

In all cases, Monier Roofing's liability is limited to the value of the Monier Concrete Roof Tiles.

12. Related warranties: This Monier Warranty covers only the Monier Concrete Roof Tiles manufactured by Monier Roofing. All other materials used to install the roof may be covered by other manufacturers' warranties. Examples of such products include: sarking; clips and nails; flexible pointing; anti-ponding board; fire wall batts; and battens.

13. Claim process: Please contact The Manager (contact details above) for consideration of your claim in the first instance.

All expense of claiming under the Monier Warranty will be borne by the person making the claim. Monier Roofing may require documents and other information supporting the claim including but not limited to proof of purchase to be provided.

14. Information to the homeowner: The following is intended to provide the homeowner with information on how they can protect the Monier Concrete Roof Tiles. Monier Roofing does not warrant that in taking these steps that the Monier Concrete Roof Tiles will not suffer damage.

To maximise the benefits of your new roof and extend its life, the following precautions are advised:

- (a) Ensure that only skilled trades people trained on how to walk on roofs safely are employed to repair or install services on your roof.
- (b) Use a long stick or rope to retrieve items lodged on the roof; and
- (c) If it is absolutely necessary to traverse your roof, walk on the lower third of individual tiles.