

## New Zealand Warranty Terms and Conditions

Brickworks Specialised Building Systems Pty Ltd  
ABN 61 444 804 544 (the "Company")

The Company expressly warrants that:

- (a) the Terraçade tiles used in the Terraçade Façade system are Guaranteed "Color For Life" meaning they will not fade or change colour when used in normal weather conditions for a period of 100 years from the date of delivery; and
- (b) the Terraçade tiles used in the Terraçade Façade system are free from defects in materials for a period of 100 years from the date of delivery in normal weather conditions; and
- (c) the hanging rails in the Terraçade Façade system are free from defects in materials and workmanship for a period of 20 years from the date of delivery.

This warranty extends only to:

- defects occurring where the Terraçade Façade system is used for its intended purpose; and
- the Terraçade Façade System is installed in compliance with the Terraçade Technical Manual (current version available at [www.terraçade.com.au](http://www.terraçade.com.au)) and all relevant Building Codes, Regulations, Legislation and New Zealand Standards.

Evidence of the date of your proof of original purchase must be provided to qualify for this warranty. The original sales receipt is your best proof of purchase.

To the extent permitted by law, this express warranty does not cover:

- untreated steel or aluminium components;
- to the extent permissible by law, consequential damage (whether structural or otherwise);
- failure due to accidental damage, impact, misuse or negligence of any third party;
- inappropriate choice of product grade;
- installation or use of Terraçade Façade system other than in accordance with relevant Building Codes, Regulations, Legislation and New Zealand Standards or published guidelines of the Company;
- damage arising out of any 'force majeure' event including but not limited to earthquake, flood, act of God or war;
- damage arising out of extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments; or
- fair wear and tear.

All costs of disposal, re-installation, cartage, freight, and insurance associated with these warranties are to be paid by the claimant and will not be reimbursed by the Company.

The following statement applies if you are operating as a business in trade and the supply of the Terraçade Façade System tiles and hanging rails to you is a business to business sale under the Consumer Guarantees Act 1993. In this statement, 'Our' means 'the Company', and 'goods' means 'Terraçade Façade System tiles and hanging rails'. Where we are permitted by law, we exclude or contract out of all statutory conditions, guarantees and warranties. If you are a business operating in trade, you agree that the goods you acquired were acquired in trade, and that the Consumer Guarantees Act 1993, and sections 9, 12A and 13 of the Fair Trading Act 1993 do not apply to the supply of the goods to

you. You acknowledge that it is fair and reasonable that these sections do not apply, given your relationship with the Company and the nature of these transactions.

To the extent permitted by law, if the warranty has been breached, the Company will at its option:

- replace the Terraçade Façade System tiles and hanging rails or supply equivalent products; or
- pay the cost of acquiring equivalent products.

To the extent permitted by law, all other warranties whether implied or otherwise, are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever.

The following statement applies if you are a consumer as defined in the Consumer Guarantees Act. In this statement, 'Our' means 'the Company', and 'goods' means 'the Terraçade Façade system tiles and hanging rails.'

*Our goods also come with guarantees that cannot be excluded under the New Zealand Consumer Guarantees Act 1993. You are entitled to reject the goods or claim compensation for the reduction in value of the goods for a substantial failure or a failure which cannot be remedied. Alternatively, you are entitled to have the goods repaired or replaced if the failure of the goods can be remedied and does not amount to a substantial failure. In addition, you are entitled to compensation for any other reasonably foreseeable loss or damage as a result of the failure of the goods.*

The benefits given to you in this express warranty are in addition to other rights and remedies under the Consumer Guarantees Act 1993. This warranty does not, nor does it purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the Consumer Guarantees Act 1993, or any other warranties (whether express or implied) under any New Zealand legislation which cannot be excluded.

To the maximum extent permitted by law, you agree that the Company is not liable for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with your acquisition, ownership or use of the goods.

This warranty is not applicable outside New Zealand.

Claims under this warranty must be submitted in writing to:

**Brickworks Specialised Building Systems Pty Limited**  
62 Belmore Rd North  
Punchbowl NSW 2196 Australia

To discuss your warranty, for technical support please call 13 726 357 or visit [www.terraçade.com.au](http://www.terraçade.com.au). To validate a warranty claim the claimant must notify the Company of the issues with the product, allow the Company reasonable access to the property to inspect and test the product being claimed under this warranty to assess the nature of the issues with the product.