



## **Envira Weatherboard System Warranty**

## WARRANTY

### 1. Product Warranty

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- 1.1 Niagara Sawmilling Company Limited (**Niagara**) warrants for a period of 25 years from the date of purchase that its Envira Weatherboard System (**Products**) will be free from production defects and will be resistant to cracking, rotting and damage from borer attacks, to the extent set out in Niagara's product literature current at the time of installation, subject always to the conditions and limits on liability below (**Warranty**).
- 1.2 The Envira Weatherboard System Technical Manuals set out the approved and recommended methods for cladding installation. To request a copy of the Envira Weatherboard System Technical Manuals, please phone toll free: 0800 36 76 46 (Monday to Friday 8am – 5pm), or email: [sales@niagara.nz](mailto:sales@niagara.nz), or download online at [www.niagara.nz](http://www.niagara.nz)

### 2. Conditions of Warranty

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- 2.1 The Warranty is strictly subject to the following conditions:
- 2.1.1 The Products must be installed by a competent and qualified builder, strictly in accordance with:
- (a) the Envira Weatherboard System Technical Manuals current at the time of installation, utilising Envira Weatherboard System components or products specified in the Envira Weatherboard System Technical Manuals; and
  - (b) all relevant laws and regulations.
- Where the Envira Weatherboard System Technical Manuals do not provide suitable detail for installation of the Products then installation must be in accordance with best trade practice determined in consultation with the relevant local or regional council or such other appropriate organisation or authority and the designer of the building works.
- 2.1.2 The Products must be maintained strictly in accordance with the Envira Weatherboard System Technical Manuals. Further, all other products including coating and jointing systems applied to, or used in conjunction with, the Products must be applied, installed and maintained strictly in accordance with the relevant manufacturer's instructions and best trade practice.
- 2.1.3 The building works in which the Products have been incorporated must be designed and constructed in strict compliance with all relevant provisions of the current New Zealand Building Code, regulations and standards, and the building consent relating to the building works.
- 2.1.4 If any remedial work undertaken in relation to the Warranty involves re-coating of the Products, the customer acknowledges and agrees that there may be slight colour differences between the original and replacement Products due to the effects of weathering and variations in materials over time.

### 3. Limits on Liability

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- 3.1 Niagara will not be liable to the customer for any breach of Warranty unless the customer gives Niagara written notice of any claim for breach of Warranty within 30 days of the defect becoming reasonably apparent.
- 3.2 In any event, the customer's sole remedy under the Warranty is (at Niagara's discretion) that Niagara will either supply replacement Products, rectify the affected Products where such Products are capable of rectification, or pay for the reasonable cost of the replacement or rectification of the affected Products.
- 3.3 Aside from the remedy described in clause 3.2, Niagara will not be liable for any other losses or damages (whether direct or indirect) including property damage, personal injury, consequential loss, economic loss or loss of profits, whether arising under statute, contract, tort including negligence, or howsoever arising. Without

limiting the foregoing, Niagara will not be liable for any claims, damages or defects arising from, or in any way attributable to:

- 3.3.1 poor workmanship;
  - 3.3.2 poor design or detailing;
  - 3.3.3 incorrect design of the structure;
  - 3.3.4 settlement or structural movement and/or movement of materials to which the Products are attached;
  - 3.3.5 acts of God including, but not limited to, earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions;
  - 3.3.6 efflorescence or performance of paint/coatings applied to the Products;
  - 3.3.7 normal wear and tear; or
  - 3.3.8 growth of mould, mildew, fungi, bacteria, or any organism on the surface of any Products (whether on the exposed or unexposed surfaces).
- 3.4 All warranties, conditions, liabilities and obligations other than those specified in this Warranty are excluded to the fullest extent permitted by law. The Warranty does not exclude or modify any legal rights a customer may have under the Consumer Guarantees Act 1993. Unless otherwise specified in writing at the time of sale, Niagara assumes no liability for the Products being fit for any particular purpose under the Building Act 2004, other legislation or at common law.