



Masons Plastabrick Ltd New Zealand (“Masons Plastabrick Ltd”) warrants **Masons Penetration Seals** for a period of **15 years** from the date of purchase. That the **Masons Penetration Seals** will be free from defects due to defective factory workmanship or materials and, subject to compliance with the conditions below, will be resistant to tearing, rotting, breaking down of the materials to the extent set out in *Masons Plastabrick Ltd's* relevant published literature current at the time of installation. *Masons Plastabrick Ltd* warrants **Masons Penetration Seals** for a period of **15 years** but equal to the servicable life or the cladding. Nothing in this document shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified at law.

Conditions of warranty

1. MASONS warrants that all **Masons Penetration Seals** will perform in accordance with our published specifications and will be free from defects in material and workmanship for a maximum period of 15 years, commencing from the date of delivery to end user.

Under this warranty MASONS will, at its option, repair or replace any defective Products. Any claim should be made in writing within 60 days following the discovery of any defect. MASONS shall not be liable for any costs incurred in the removal of defective items or installation of replacement items nor cost of freight and other associated charges.

2. This warranty shall not apply where:-

- (a)** the Product has not been installed in strict accordance with our published recommendations
- (b)** the Product has been installed in an area which has been exposed at any time during the warranty period to corrosive conditions including but not limited to, corrosive chemicals, ash, fumes or condensates or harmful substance generated within or about the building(s) or fixture(s) to which the Product has been applied
- (c)** any damage to the Product has been caused as a result of the negligence or misuse of the Product by the claimant.
- (d)** any modification to the specification of the Product has been made, save and except where any modification is reasonably necessary in adopting the Product to size.
- (f)** defects are a result of acts of God or other external forces, including but not limited to, failure to provide free drainage of water from around the areas in which the Product has been installed.

3. To the extent permitted by law, this warranty is given in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Where so permitted, the remedies stated herein are exclusive remedies and MASONS shall not be responsible for any indirect, consequential or incidental damages or further loss of any kind whatsoever except as expressly provided by in this Warranty.

Disclaimer

The recommendations in *Masons Plastabrick Ltd's* literature are based on good building practice, but are not an exhaustive statement of all relevant information and are subject to conditions (c), (d), (e) and (f) above. *Masons Plastabrick Ltd* has tested the performance of the **Masons Penetration Seals** when installed in accordance **Masons Penetration Seals** Manual, in accordance with the standards and verification methods required by the NZBC and those test results demonstrate the product complies with the performance criteria established by the NZBC. However, as the successful performance of the relevant system depends on numerous factors outside the control of *Masons Plastabrick Ltd* (e.g. quality of workmanship and design) *Masons Plastabrick Ltd* shall not be liable for the recommendations made in its literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the NZBC, regulations and standards, as it is the responsibility of the building designer to ensure that the details and recommendations provided in the relevant *Masons Plastabrick Ltd* installation manual are suitable for the intended project and that specific design is conducted where appropriate.

For Warranty claims please contact 0800 522 533