



Bowers Segmental Paving **10** year Warranty

Residential

As a member of the New Zealand Concrete Masonry Association (NZCMA), Bowers concrete segmental pavers are manufactured in accordance with NZS3116:2002 and in association with AS/NZS4455 and AS/NZS4456 to meet and comply with the New Zealand Building Code.

Bowers Brothers Concrete Ltd, warrants that Bowers Segmental Paving products will be “fit for intended purpose” for a period of 10 years from the date of purchase.

This warranty extends only to:

- Defects occurring in materials outside the acceptable limits specified in NZS3116 and AS/NZS4455 due to factory workmanship or materials used in manufacturing the product, where the Pavers are used for their intended purpose.
- Pavers where the grade / style / size selected is, appropriate for the intended purpose.
- Pavers laid in compliance with all relevant Building Codes, Regulations to ensure compliance with the NZ Building Code, design and detailing, not limited to NZS3116 and the NZCMA installation guide as appropriate.

Texture and colour variation due to the natural material used in manufacture can occur in masonry products and is not deemed a product defect. Minor chipping, cracking, or efflorescence is also not deemed a product defect.

This warranty is subject to the following conditions:

1. This warranty only applies where the product is used or 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 in compliance with other regulations and standards that apply to the project.
2. This warranty does not apply where the product has been used in any manner not in accordance with the product literature of Bowers Brothers Concrete that is current and publically available at the time of purchase.
3. This warranty does not apply to normal wear or tear, or damage caused by accident, misuse, abuse, fire, earthquake, or other external cause.
4. This warranty does not apply to any damage suffered during delivery.
5. This warranty does not apply to any damage caused by cleaning.
6. This warranty does not apply to inappropriate choice of product grade.
7. In the event of a breach of this warranty during the warranty period Bowers Brothers Concrete will, at its sole option, do one of the following:
 - (a) supply replacement masonry product; (b) rectify the defective masonry product; (c) pay for the cost of supplying replacement masonry for the defective masonry product; or (d) provide a refund of the purchase price of the defective masonry product. Bowers Brothers Concrete will not be liable for any losses or damages arising as a result of a breach of warranty or the defective product, other than as set out in this paragraph [7].
8. In the event of a breach of this warranty Bowers Brothers Concrete 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.
9. Bowers Brothers Concrete 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: poor storage of product on site, incorrect installation or poor building work, poor design or detailing, defect or failure of other products, efflorescence, performance of paint/coating applied to the product, water ingress, normal wear and tear, growth of mould, mildew, fungi, or bacteria on the surface of the product, settlement or structural movement, combination of the product with other products, or acts of God (such as earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions) or Acts of War.
10. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent permitted by law.
11. A person claiming under this warranty must provide written proof of purchase and make a written claim either within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation. The original sales receipt is your best proof of purchase.
12. 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.
13. The statements in this warranty may be superseded at any time by Bowers Brothers Concrete publishing a new warranty on its website, and in that case the new warranty will apply from that date.

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.