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| **PRODUCT WARRANTY FOR CLAY BRICK PRODUCTS** |

MANUFACTURED BY PGH BRICKS AND PAVERS (ABN 68 168 794 821)

**CSR Building Products (NZ) Ltd**
14 The Furlong, Takanini, Auckland 2112
Telephone: 0800 999 277
Email: orders@csr.co.nz
Web: csr.co.nz

**BUILDER/INSTALLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRODUCTS USED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROJECT ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE OF WARRANTY:*\_\_\_\_\_\_\_\_\_\_\_\_\_/*\_\_\_**

1. **WHO IS PROVIDING THIS WARRANTY?**
This warranty is provided by **CSR Building Products (NZ) Ltd**, trading as PGH Bricks, (“PGH”) and applies to the PGH bricks manufactured and supplied to the builder/installer or consumer (as defined in the New Zealand Consumer Guarantees Act 1993) for use in masonry veneer exterior wall cladding applications (the “Intended Purpose”).
2. **WHAT IS COVERED BY THIS WARRANTY?**
PGH warrants that the bricks manufactured and supplied will remain fit for purpose and maintain colourfastness (i.e., they will not fade or change shade) for **25 years** from the date of warranty registration or purchase. This warranty is subject to the terms, conditions, and exclusions set out below.
3. **WHO IS THE WARRANTY PROVIDED TO?**
This warranty is provided to the builder/installer or consumer and is not transferable without the express written approval of PGH.
4. **DOES THIS WARRANTY NEED TO BE REGISTERED WITH PGH?**
Yes, the builder/installer or consumer must register this warranty with PGH within **3 months of the date of purchase** to make a valid claim. Registration can be done by contacting PGH using the contact details above.
5. **HOW IS A CLAIM MADE UNDER THIS WARRANTY?**
To make a valid claim, the builder/installer or consumer must notify PGH in writing within **12 weeks** after discovering the defect and within the **25-year warranty period**. The claim must include proof of purchase, a copy of the warranty, and allow PGH (or its expert) to inspect the bricks in situ before commencing any replacement, repair or rectification work.
All expense of claiming the warranty will be borne by the customer or consumer making the claim.
6. **WHAT WILL PGH DO IF YOU HAVE A VALID CLAIM UNDER THIS WARRANTY?**
If the claim is valid, PGH will, at its discretion:
\* replace the bricks;
\* pay the reasonable cost of replacement PGH bricks; or

\* pay for the reasonable cost of repair.

If bricks are replaced, the warranty does not restart; the new bricks will be covered for the remainder of the original 25-year period.

1. **DOES THIS WARRANTY AFFECT STATUTORY WARRANTIES AFFORDED TO CONSUMERS?**
This warranty is in addition to, and does not in any way limit, amend or restrict, any statutory rights under **New Zealand’s Consumer Guarantees Act 1993**. Under this Act, goods must be of acceptable quality. If they fail to meet this standard, consumers are entitled to remedies, including repair, replacement, refund and/or compensation for loss or damage resulting from the failure.
2. **WHAT ARE THE OTHER CONDITIONS OF THIS WARRANTY?**
This warranty only applies to bricks that are:
\* used for their Intended Purpose;
\* of the appropriate grade;
\* installed in accordance with relevant New Zealand Building Codes and Standards;
\* maintained in accordance with PGH guidelines.

Failure to meet these conditions voids the warranty.

1. **WHAT IS NOT COVERED BY THIS WARRANTY?**
This warranty does not cover:
\* natural variations in clay products, including changes in colour or texture;

\* damage resulting from force majeure, such as floods, earthquakes, severe weather, fire, including but not limited to uncontrollable events not caused nor controlled by humans;

\* damage resulting from extreme environmental conditions, including salt exposure or severe weather;

\* bricks that have been re-used after their first installation;

\* damage due to structural issues, poor building design, or improper maintenance;

\* damage resulting from the transport, storage, handling, installation and/or maintenance of the bricks in an improper manner or in a manner other than as described in the installation instructions and/or PTS; and

\* the incorrect specification/design, or incorrect selection for an application or the product is used outside its intended purpose as outlined in the literature supplied by PGH.
No PGH representative, distributor or reseller is authorized to make any written or verbal change, advice or modification to this warranty.

1. Other than for liability under the Consumer Guarantees Act 1993, PGH is not liable for indirect or consequential losses and limits its liability to the price paid for the bricks.