



Standard Materials Warranty

Warranty Number: NZSSF-0105177

Date of Installation: 15-Nov-2022

Building/Project Address: 1 Windleborn place, Richmond, Nelson 7020

Company: Aspect Tiling Ltd ("the Applicator")

Address: 425 Main Road, Spring Grove RD 1, Wakefield 7095

Phone: 021 074 0598

Reference: MB deck

Builder Name: Marshall Builckders

Product Type and Use: ARDEX Superflex WPM 002, Balcony

Area Laid: 25.00 SquareMetres

Subject to the conditions appearing below, ARDEX NEW ZEALAND LIMITED ("ARDEX") warrants to 1 Windleborn place that the ARDEX Membrane stated as the Product Type will retain its waterproofing properties for the following period from the date of installation of the Membrane:

This warranty is effective for (15) fifteen years years from the date of installation of the Membrane.

This Warranty is subject to the following conditions.

Extent of Liability

1. Warranty shall only apply to any defect in the Membrane which permits the entry of water due solely to the natural deterioration of the Membrane or ridges or splits not caused by structural failure of movement of or cracks in the substrate or roof base or insulation over which the Membrane is applied. This Warranty does not cover workmanship which is and shall be the sole responsibility of the approved applicator who is not an agent, servant, or employee of ARDEX.
2. Failure to follow the ARDEX Specification and Instructions of use of the Product and/or all applicable laws will render this Warranty null and void. This includes protection of the Membrane when used in below ground DPM tanking, internal waterproofing and external waterproofing applications. ARDEX advise that products may have limitations as detailed in the product datasheets.
3. This Warranty will not apply where any other product or material has been added to or used in conjunction with the product, unless approved by ARDEX in writing (permission can be given or withheld at ARDEX's discretion and is not required when using ARDEX Tile adhesives in conjunction with ARDEX Undertile Membranes).
4. ARDEX's obligations under this Warranty shall be limited to the timely repair or replacement by ARDEX of any defective Membrane which permits the entry of water at ARDEX's cost. This is ARDEX's sole and total liability under this Warranty.
5. ARDEX shall have no further liability or responsibility other than set out in this Warranty. In particular, ARDEX shall not be liable for any loss of profits or loss of revenue or for any other economic loss or for any special, indirect, incidental, consequential damage, loss or injury of any kind, including but not limited to, damage to the structure or its contents arising under any theory of law whatsoever.
6. Without limiting the generality of the preceding clauses, this Warranty shall not cover and ARDEX shall have no liability for the following acts, conditions, or circumstances or any damage or defects which may arise there from:
 - a. Wars, strikes, lock-outs, delays, acts of God, fire, earthquake, flood, hail, lightning, hurricane, tornado, windstorm, governmental or environmental interference or any other cause (whether similar or dissimilar) beyond the reasonable control of ARDEX; or
 - b. The act, omission, default or representation of any party other than ARDEX or its servants or agents; or
 - c. Exposure to a chemical or solution, fire or radiation, or contamination by radioactivity from any nuclear fuel or waste; or
 - d. Settlement, distortion, failure of the walls or foundations of the building, ponding or cracking of the roof or the deck; or
 - e. Infiltration or condensation of moisture in, through, or around the walls, copings, building structure, or underlying or surrounding materials; or
 - f. Any design defect or structural failure of any framework or material in or on which the Membrane has been installed or applied which was not supplied by ARDEX; or
 - g. Materials other than the membrane, including, but not limited to, metal work expansion or control joints, fasteners, drains, vents, vapour retarders, walkways, pitch pockets, flashing materials and rooftop units and equipment; or
 - h. Expansion or contraction of any flashing or metal work, any adjacent or abutting building, structure or improved or unimproved property, or any component thereof, including but not limited to, structural failure or damage, leakage, or drainage; or
 - i. Any new installations, repairs, or other maintenance or construction on, to or through the Membrane; or
 - j. Damage caused directly or indirectly by falling objects or traffic of any nature on the roof; or
 - k. Improper installation of insulation or defects or failure of any material used in any roof base or insulation over which the Membrane is applied; or



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- l. The failure of material or structures to conform to manufacturer's specifications as to roof slopes or other requirements; or
- m. Negligence, misuse, improper treatment or improper site preparations; or
- n. Storage, handling or installation of the Membrane otherwise than in accordance with ARDEX's published use and handling procedures and installation specifications.

Claim

- 7. This Warranty shall be invalid unless ARDEX receives the Owner's written claim within the warranty period and within fourteen (14) days after the date of reasonable discovery of any alleged defect.
- 8. This Warranty remains current for the period as specified previously in this document and is transferable should ownership of the property on which the membrane is applied change.

Access to Material and Site

- 9. In the event that it is necessary for ARDEX to repair or replace any defective Membrane, the Owner shall provide ARDEX with clear and unrestricted access to the Membrane. Nothing in this Warranty shall require ARDEX to remove and/or replace plant, equipment or any other object or substance in order to gain access to the defective Membrane. The Owner shall co-operate in all respects with ARDEX to accomplish the said repair or replacement. The cost of any site visit requested under a Warranty claim which does not reveal any problem which ARDEX has liability for under this Warranty shall be paid for, at ARDEX's sole discretion, by the party requesting the inspection at the then current trade consultancy rates.

Consumer Guarantees Act

- 10. Where the Membrane is being acquired by you in trade you agree that it is fair and reasonable in the circumstances that the Consumer Guarantees Act 1993 (CGA) not apply. Accordingly, to the maximum extent permitted by law, the CGA shall not apply.

No Other Warranty

- 12. Except as expressly set out in this Warranty, and with the exception of the relevant statutory warranties contained in the CGA that cannot be excluded, no other warranty or condition shall be implied against ARDEX by any statute, at common law or otherwise, and no representation, express condition, warranty or variation of this warranty shall be binding on ARDEX unless it is in writing and signed for or on behalf of ARDEX. This Warranty shall prevail despite any indication to the contrary by any person acting or purporting to act on ARDEX's behalf and shall replace all or any other alleged rights or remedies contained in any other document or representation whether issued or made prior to or subsequent upon the granting of this Warranty by ARDEX.

Validity of Warranty

- 13. This Warranty is valid and enforceable on the condition that ARDEX has been paid in full for the Membrane supplied.

Applicable Law

- 14. This Warranty is governed by the laws of New Zealand.

By:

A. Sultan

Date: 25-Jan-2023

Applicator Workmanship Warranty

Warranty Number: MB deck

Date of Installation: 15-Nov-2022

Building Address: 1 Windleborn place, Richmond, Nelson 7020

Company: Aspect Tiling Ltd ("the Applicator")

Address: 425 Main Road, Spring Grove RD 1, Wakefield 7095

Phone: 021 074 0598

Product Type and Use: ARDEX Superflex WPM 002, Balcony

Area Laid: 25.00 SquareMetres

Subject to the conditions appearing below, the Applicator warrants its workmanship as follows:

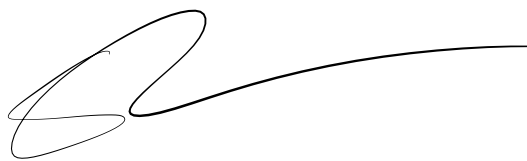
- a. All membrane products (the "Materials") are laid and installed in compliance with the manufacturer's instructions; and
- b. For a period of [10] years from the date of installation, the Workmanship on the Materials by the Applicator shall maintain a waterproof barrier to the area treated.

This Warranty shall be subject to the conditions which follow:

1. This Warranty is limited to the workmanship undertaken by the Applicator and shall in no way bind the manufacturer of the Materials laid and installed by the Applicator.
2. The Applicator's liability, and the liability of its employees, shall be limited to the Applicator making good at its expense any defect in the workmanship which permits the entry/escape of water. The Applicator, and its employees, shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising any loss of profits or loss of revenue or other economic loss or for any special, indirect, incidental, consequential damage, loss or injury of any kind including but not limited to, damages to the structure or its contents arising under any theory of law whatsoever.
3. Without limiting the generality of clause 2 above, this Warranty shall not apply to any alleged defective workmanship that is:
 - a. Due directly or indirectly to any cause such as (without limiting the generality of this exclusion) governmental or environmental interference, wars, lock-outs, delays, acts of God, fire, earthquake, flood, hail, lightning, hurricane, tornado or windstorm or any other cause beyond the reasonable control of the Applicator;; or
 - b. Caused by the act, omission, default or representation of any party other than the Applicator, its servants or agents and in particular the work of any other tradesman and damage from persons not authorised by the Applicator to have access to or be employed in the repair, maintenance or alteration of the application during the warranty period; or
 - c. Caused by the Materials or any of them being disturbed by any party other than the Applicator after fixing; or
 - d. Due to exposure to a chemical or solution, fire or radiation, or contamination by radioactivity from any nuclear fuel or waste; or
 - e. Due to settlement, distortion, failure of the walls or foundations of the building, ponding or cracking of the roof or the deck; or
 - f. Due to infiltration or condensation of moisture in, through, or around the walls, copings, building structure, or underlying or surrounding materials; or
 - g. Due to any design defect or structural failure of any framework or material in or on which the Materials have been installed or applied which was not supplied by ARDEX; or
 - h. Due to materials other than the Materials, including, but not limited to, metal work expansion or control joints, fasteners, drains, vents, vapour retarders, walkways, pitch pockets, flashing materials and rooftop units and equipment; or
 - i. Due to expansion or contraction of any flashing or metal work, any adjacent or abutting building, structure or improved or unimproved property, or any component thereof, including but not limited to, structural failure or damage, leakage, or drainage; or
 - j. Due to any new installations, repairs, or other maintenance or construction on, to or through the Materials; or
 - k. Due to damage caused directly or indirectly by falling objects or traffic of any nature on the roof; or
 - l. Due to improper installation of insulation or defects or failure of any material used in any roof base or insulation over which the Materials are applied; or
 - m. Due to the failure of material or structures to conform to manufacturer's specifications as to roof slopes or other requirements.

4. The Applicator shall only be obligated to make good defects of workmanship, under clause 2 of this Warranty, if a claim is made to the Applicator in writing:
 - a. Within the warranty period; and
 - b. Within (14) days of the reasonable discovery of any alleged defect by the party making the claim.
5. Where it is necessary for the Applicator to repair any defective workmanship, the Building Owner shall remove any objects and any building elements that hinder the access by the Applicator to the Materials, and the Applicator shall not be responsible for any costs associated with creating clear access to the Materials.
6. The Applicator shall be entitled to be reimbursed for his costs, on a time basis at its normal consultancy rates, of any site visit requested under a warranty claim which does not reveal any defect within the scope of this Warranty.
7. Any rights against the Applicator under this Warranty, shall only accrue once the Applicator has received full payment for the work that the Warranty relates to.
8. The Customer acknowledges that the Applicator is not employed by nor is an agent of the manufacturer of the Materials and that the manufacturer will not be liable to any person for the Workmanship, act or defaults of the Applicator.
9. Where the services supplied by the Applicator are being acquired by you in trade you agree that it is fair and reasonable in the circumstances that the Consumer Guarantees Act 1993 (CGA) not apply. Accordingly, to the maximum extent permitted by law, the CGA shall not apply.
10. This Warranty is governed by the laws of New Zealand.

Signature of Applicator:



Date:

22 / 1 / 2023