



## BUILDING PRODUCT WARRANTY

### WE ARE 100% BEHIND OUR KEYSTONE RETAINING PRODUCT

If any Firth Keystone Retaining products fails to perform as claimed, Firth will work with the relevant parties to help resolve the issue.

### YOU'RE PROTECTED WITH FIRTH KEYSTONE RETAINING SYSTEMS

As New Zealand's largest manufacturer of concrete masonry products, Firth products are made for local conditions and to meet or exceed New Zealand Building Code requirements. Firth manufacture its concrete masonry products to AS/NZS4455 with an independently audited quality management system confirming to AS/ NZS ISO9001.

### PRODUCTS AND SYSTEMS

Keystone Retaining products are combined with other products such as geogrid reinforcement, keystone pins and draining aggregates to make up a system. To ensure compliance with the NZ Building Code, design needs to comply with Firth technical brochures for low landscape walls or specific design for higher engineered walls. Firth documents are available for free download on the Firth website.

### PRODUCT WARRANTY

Firth Industries warrants that subject to normal ground conditions and non abrasive environments Firth Keystone Retaining Products will for a period of 15 years from the date of purchase:

- be free from defects outside the acceptable limits specified in AS/NZS4455 due to factory workmanship or materials used in manufacturing the product; and
- subject to compliance with the conditions attached, that the products will perform to the extent set out in the relevant Firth Industries published literature current at the time of installation.

This warranty is subject to the storage, installation and maintenance requirements and the other warranty conditions set out in this document.

Texture and colour variation due to the natural material used can occur in masonry products and is not deemed a product defect. Minor chipping, cracking, or efflorescence is also not deemed a product defect when evaluated and deemed compliant with ASTM C21615.

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.

### PRODUCT INSTALLATION, MAINTENANCE AND SUPPORT

This warranty is subject to installation as per Firth Keystone Retaining technical documents or specific design as required.

### CONDITIONS OF WARRANTY

This warranty is subject to the following conditions:

1. This warranty only applies where the product is used or installed in 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. 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.
3. This warranty does not apply where the product has been used in any manner not in accordance with the product literature of Firth Industries that is current and publically available at the time of purchase.
4. This warranty does not apply to normal wear or tear, or damage caused by accident, misuse, abuse, fire, earthquake, or other external cause. This warranty does not apply to any damage suffered during delivery.
5. This warranty is voided if products are not properly maintained.
6. In the event of a breach of this warranty during the specified intended life defined in B2 of the Building Code, Firth Industries 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. Firth Industries 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 [6].
7. In the event of a breach of this warranty Firth Industries 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.
8. Firth Industries 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 or acts of God (such as earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions).
9. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent permitted by law.
10. No employee or representative of Firth Industries is authorised to modify this warranty unless such modification is made in writing and is signed by an authorised officer of Firth Industries.
11. 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.
12. The statements in this warranty may be superseded at any time by Firth Industries publishing a new warranty on its website, and in that case the new warranty will apply from that date.