



## WARRANTY GENERAL TERMS

This warranty applies to PRIMAflex, PRIMACTU, PRIMaqua, PRIMAalpha Groove ('product') supplied by Hume Pine (NZ) Ltd ('Hume Pine') and when used in accordance with all Hume Pine requirements as listed on the applicable PTS.

In this document customer refers to the merchant, builder, or building owner as applicable.

Customer is defined by the dispatch address from Hume Pine.

This warranty is not transferable.

This warranty is to be read in conjunction with all relevant and applicable technical documentation supplied or referenced Hume Pine.

Date warranty valid: 10 years from date of delivery to the customer.

The customer must direct all enquiries related to this warranty to Hume Pine.

### Hume Pine warrants that:

At the time of delivery to the customer, the product will,

- be free from freight-related defects,
- be free from defects that may have arisen through defective factory workmanship or materials, and
- conform to the performance characteristics listed in the product technical statement.

Collectively these statements are to be taken as the 'warranted condition'.

In the event a breach of the warranty is proven, the following applies:

- Hume Pine will, at its discretion, supply replacement product without charge or refund the value of the product,
- Other losses or damage caused by a breach of the warranty or a failure of the product for any other reason are not covered.
- Hume Pine obligations under this warranty are limited to the replacement of defective product or the value of the product. The value of the products will be reduced pro rata based on the remaining life of the product (as set by the relevant durability requirements of the NZ Building Code).

- Hume Pine reserves the right to supply another comparable product should the warranted product no longer be supplied by Hume Pine.

This warranty is subject to the following:

- Receipt of date of delivery of the product.
- Evidence, satisfactory to Hume Pine, of the failure to meet the warranted condition.
- Receipt of a written claim from the claimant either within 10 days of when 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.
- Evidence satisfactory to Hume Pine that all Hume Pine requirements have been carried out.
- The warranty does not cover failure or problems caused by defective use; failure relating to improper design of the project structure; structural failure; settlement; movement of materials to which the product is attached or dependent on; acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions; inadequate maintenance; growth of mould, mildew, fungi, bacteria, or any organism on any product; or acts or omissions of a third party over whom Hume Pine has no control.
- The warranty does not cover failure arising from the failure to follow all of Hume Pine advice.

All relevant information is available from Hume Pine (refer to [www.humepine.nz](http://www.humepine.nz)).

Note: All Hume Pine and Hume Cemboard technical information is uncontrolled in printed format. In all instances, refer only to the documentation on the website.

