



STANDARD PRODUCT WARRANTY STATEMENT

Subject to the terms and conditions herewith, MBP (NZ) Limited (MBP (NZ) LTD) warrants that the MAPEI product/s supplied by MBP (NZ) LTD (as published in our website www.MBPLtd.co.nz) and listed on **the invoice/s (proof of purchase) what have to be attached to this document**, when prepared and applied in accordance with the Technical Data Sheet (TDS) will achieve the properties and characteristics set out in the TDS and will retain these properties and characteristics for the duration of the above listed Warranty Period.

The MAPEI Group conforms to the Performance and Quality Standards herewith;

- Since 1994, MAPEI SpA has applied a Quality System certified by Certiquality in compliance with ISO 9001 standards.
- MAPEI SpA's Italian-based facilities apply an Environmental Management System certified by Certiquality in compliance with ISO 14001 standards.
- The Italian-based production facilities have successfully completed OHSAS 18001 certification for their Occupational Health and Safety Management System.
- The group's main production facility also adopts EMAS III (Environmental Management and Audit Scheme), the European Union's environmental management system certified according to the European Regulation EC 1221/2009.
- Responsible Care Program of which Mapei SpA has been part of the chemical industry's world-wide Responsible Care program since 1992 and communicates data which is published in the annual Responsible Care report.





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PRODUCT WARRANTY

1. GENERAL TERMS

- 1.1. Subject to the terms and conditions herewith, MBP (NZ) LTD warrants that its products shall be reasonably fit for purpose for which they are supplied, free from manufacturing defects, and will perform under normal usage for the warranty period stated in this product performance warranty ("warranty"), when the products have been purchased and used within their shelf life according to;
 - 1.1.1. the Technical Data Sheets (TDS) guidelines and other literature issued by MAPEI for the products collectively, the "Product Literature" which are applicable at the time the products were purchased and installation at the project site and;
 - 1.1.2. Governmental regulations, building standards, codes, and normal industry practices.
- 1.1.3. It is expressly understood that the purchaser and Applicator of MAPEI products acknowledges that MAPEI is not responsible or liable under any circumstances for determining the suitability or compatibility of MAPEI products for the user's intended purpose.
- 1.2. The warranty will become void when MBP (NZ) LTD believes the Applicator/Installer is, or was in breach of the terms of this warranty.
- 1.3. Reference to applicator means the party who purchased the product, or who installed the product at the project site.
- 1.4. MBP (NZ) LTD is entitled to reach its own belief as to any matters associated with these terms and it does so in its absolute discretion.
- 1.5. This warranty applies when the conditions herewith are attained to the satisfaction of MBP (NZ) LTD; if at a later date it is discovered these conditions were not achieved, then MBP (NZ) LTD is entitled to refuse any claim made under this warranty.
- 1.6. This warranty; is only applicable to products purchased directly or indirectly from MBP (NZ) LTD and applied in New Zealand.
- 1.7. If the ownership of the property is transferred to a new owner within five (5) years of the release date of the warranty, the new owner shall receive benefit of this Warranty provided that MBP (NZ) LTD is advised in writing within three months of the change in ownership. In all other circumstances where the property is transferred during the term of this Warranty, this Warranty is non-transferable.

2. THIS WARRANTY IS VALID WHEN

- 2.1. All money owed under MBP (NZ) LTD terms of trade for the supply of the warranted product/s has been paid.
- 2.2. The substrate to which the MAPEI product has been applied was thoroughly and sufficiently prepared as per the requirements of the MAPEI Product Literature.
- 2.3. A primer or any other MAPEI product linked to the Warranted product has been applied correctly as part of a product system, or applicable to the MAPEI Product Literature.
- 2.4. The warranted product has been correctly applied in accordance with all relevant MAPEI Product Literature and specification guidelines.
- 2.5. The product has been protected from service until fully cured, or able to achieve its intended performance as per the MAPEI Product Literature.

3. THIS WARRANTY EXCLUDES

- 3.1. The following are specifically excluded from coverage under this warranty;
 - 3.1.1. Structural failure of the substrate, inadequate subflooring, or improper subfloor preparation;
 - 3.1.2. Damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake, fire, or other types of natural disasters, or,
 - 3.1.3. As a result of unforeseen circumstances; acts of negligence, terrorism, or product misuse or abuse;
 - 3.1.4. Failure to comply with MAPEI Product Literature, applicable Building Codes and standards and/or regulations, standards, or industry practices at the time of product application or installation;
 - 3.1.5. Variations in color, shade, or texture, from those shown on samples, product packaging or any other marketing materials;
 - 3.1.6. Changes in color due to exposure to sunlight and aging; subfloor moisture or water damage; normal wear and tear resulting from usage;
 - 3.1.7. Efflorescence and shading inherent in all cementitious products; cracking due to structural movement, excessive deflection, or other failure of the substrate, including but not limited to substrate failures caused by Alkali Silica Reaction (ASR), or Near Surface Alkali Reaction (NSAR).
- 3.2. If any of these terms are breached, or if in addition, MBP (NZ) LTD believes;



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PRODUCT WARRANTY

- 3.2.1. It is discovered there is or was a fault in the manner in which the product was stored or applied;
- 3.2.2. It is discovered there is or was a fault in the design, preparation, application, construction or maintenance of the substrate relevant to the product, or where it has been applied;
- 3.2.3. The surface to which the product has been applied was not thoroughly and sufficiently prepared in accordance to MAPEI Product Literature;
- 3.2.4. There has been an intentional or negligent act done to the warranted product that impacts on the product's performance;
- 3.3. MBP (NZ) LTD does not warrant nor shall it be liable for any other loss, either consequential, or damage resulting from incorrect product application, or for any failure resulting from poor workmanship by the Applicator, Installer, or for lack of maintenance or inappropriate in-service use of the product during its in-service life.

4. LEGAL RIGHTS

- 4.1. This constitutes the warranty for the products purchased to the extent permitted by law; all other warranties, whether express or implied, but not limited to the implied warranties of merchantability and fitness for a particular purpose do not apply.
- 4.2. Any implied warranties arising by operation of law are limited in duration to the term of this warranty.
- 4.3. MBP (NZ) LTD will not pay or be liable under this warranty in any circumstances for incidental, consequential, special or exemplary damages, lost profits, or business interruption loss.
- 4.4. No implied warranty can be modified by any course of dealing, course of performance or usage of trade.
- 4.5. MBP (NZ) LTD assumes no responsibility or liability to any other person or entity.
- 4.6. No representation, promise, affirmation or statement by any MBP (NZ) LTD Employee, or agent of MBP (NZ) LTD will be enforceable against MBP (NZ) LTD unless it is specifically included in the warranty.
- 4.7. This warranty is subject to the Laws of New Zealand.
- 4.8. The entire agreement is to be read in conjunction with MBP (NZ) LTD terms and conditions of sale and where relevant, the terms contained in the MBP (NZ) LTD Terms of Trade applicable at the issue date of this warranty.
 - 4.8.1. All such documents constitute the entire agreement between the parties and supersede any other prior agreement, arrangement, representation, negotiation or inducement.

5. PROCESSING A PRODUCT PERFORMANCE ALLEGATION

- 5.1. If the warranted product does not comply with the terms of this warranty, MBP (NZ) LTD shall replace or repair the warranted product at its cost to the fullest extent permitted by law.
- 5.2. The asset owner or applicator / installer of the product must notify MBP (NZ) LTD in writing or via email of any alleged product defect within fourteen (14) days of the date of discovery of the alleged defect; If this is not done, the request may be declined.
- 5.3. A copy of the product warranty as executed herewith, and product purchase receipt must be provided at the time of notification.
- 5.4. MBP (NZ) LTD receives approval from the asset owner, without any obligation, to;
 - 5.4.1. physically inspect, perform testing, and obtain samples at the site where the product performance allegation has occurred, and to,
 - 5.4.2. engage a third party for services required by MBP (NZ) LTD to determine the validity of the product performance allegation.
- 5.5. In order to perform (or have performed) the services described in Point 5.4.1 & 2, the asset owner of the site consents to access for such services and agrees to pay for those services and all related costs to MBP (NZ) LTD if the product performance allegation is found to be invalid under this warranty.
- 5.6. A claim must be received and evaluated by MBP (NZ) LTD before any repairs are performed; otherwise, this warranty will be null and void.
- 5.7. The maximum recovery entitled under this product performance warranty is either repairs to the product, product replacement, or the value of the product required to replace the defective product.
- 5.8. For this warranty, MBP (NZ) LTD's liability will reduce annually on a linear proportionate basis over the term of the Warranty. For example,
 - 5.8.1. for a claim made within a fifteen (15) year Warranty term, the first year of the Warranty MBP (NZ) LTD will meet the full product cost, whereas for a claim in year ten (10), MBP (NZ) LTD will provide a third of the product cost.



Warranty Period

Our Warranty Period will apply with respect to products supplied by MBP (NZ) LTD and before the expiry of **ten** years after the date of your purchase of MBP (NZ) LTD product.

No validation or certification will be provided if the product has not been used as part of a complete system of Mapei products as recommended on our website.

How to make a claim

Any claim under our Warranty must be notified to us in writing within 7 days after the discovery of the alleged manufacturing defect, at:

MBP (NZ) LTD

Technical Services Department

88 Carbine Rd, Mount Wellington, Auckland 1060

Email: enquiries@MBPLtd.co.nz

and must include proof of purchase including date of purchase, date and site of installation and a description of the alleged defect. You must also promptly provide us with such further information as we may reasonably request from time to time with respect to your claim. You will bear any costs that you incur in making a claim under our Warranty. If you make a claim and we determine that the alleged defect is covered by our Warranty, we will bear the cost of any inspections, testing and other work that we carry out or have performed with respect to your claim. By making a claim, you agree that if we reasonably determine that the alleged defect is not covered by our Warranty, you must immediately upon demand reimburse us for all of our reasonable documented expenses incurred with respect to your claim, including without limitation the cost of any inspections, testing and other work that we carry out or have performed with respect to or as a result of your claim.

Your exclusive remedy

Subject to the terms and conditions contained in this document, our Warranty solely covers repair or replacement (at our election) of that portion of our product proven to be defective due to a manufacturing defect. This includes reasonable labour expenses to repair or replace the product (not to exceed your original cost of installation). If replacement product is not available, we may provide a product of a similar grade. An exact colour or pattern match may not be available. Replacement or repair of a product does not re-start the applicable warranty period. Subject to our Warranty and any liability we may have which cannot be excluded by law, we do not otherwise accept any liability for any direct loss, indirect loss, consequential loss (including



without limitation loss of profits or losses flowing from delays or interruption to business) or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of our product.

General

This document contains your entire agreement with us in relation to its subject matter. All prior representations (except fraudulent misrepresentations) and agreements are excluded to the extent permitted by law.

This agreement is governed by and construed in accordance with the laws of New Zealand. You submit to the exclusive jurisdiction of the courts of that State with respect to any dispute arising with respect to our Warranty.

Our Warranty may only be varied or extended in writing. Any variations must be approved in writing by our Technical Services Department in order to become binding on us.

Our Warranty cannot be assigned or transferred by you.

If any term of our Warranty is illegal or unenforceable in any jurisdiction, the legality or enforceability of the remaining terms will not be affected or impaired.

Contact Details:

MBP (NZ) LTD

Technical Services Department

Address: 88 Carbine Rd, Mount Wellington, Auckland 1060

Phone: + 64 9-921 1994

Email: enquiries@MBPLtd.co.nz

Website: www.MBPLtd.co.nz