

Product Warranty

1. Climate Coatings Limited (“Climate”) warrants to the first purchaser of the product for a period of five years from the time of issue of the applicable code compliance certificate (warranty period), that the Ecotile (“Product”) product will be free from defects due to defective factory workmanship or materials and, subject to the conditions below, the film integrity of the powder coating will remain intact and will not peel, crack, flake or blister.
2. Climate warrants the product for decorative use only. Other uses, such as structural, bracing or fire resistance, are not covered by this warranty unless used in conjunction with the relevant specified system which complies to the relevant New Zealand Building Code standards.
3. The remedies provided by Climate for a breach of either of the warranty provided are limited to Climate replacing the Product, rectify the affected Product or pay the cost of replacement or rectification of the affected Product. The Purchaser is not entitled to any other remedy with respect to a warranty claim.
4. The warrant are only available to the Original Purchaser who provides Climate with proof of purchase and who makes the claim in writing within 30 days from when the defect should have become reasonably apparent or; if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
5. Climate will not be under any liability in respect of defects claimed under a warranty claim under clause 1 if:
 - i. The Products are not used or maintained in accordance with applicable instructions and/or specifications, including installation, site conditions, provided by Climate;
 - ii. The building in which the Products are installed does not comply with all relevant building codes and regulations; the Purchaser has not complied with any service instructions which Climate may give or any subsequent request as to a modification of the Products which Climate may make from time to time in writing;
 - iii. The defect is caused by the use of materials or parts not supplied, nor recommended, nor approved by Climate;
 - iv. The Products are not maintained, prepared or installed by authorised installation contractors in circumstances where Climate has directed the Purchaser to ensure that the Products are maintained, prepared or installed by such authorised installation contractors;
 - v. The repair or replacement has been required as a result of normal wear and tear or necessitated in whole or in part by the fault or negligence of any person other than Climate.