



CONCRETE SEGMENTAL PAVING RANGE BUILDING PRODUCT WARRANTY

DH Garden Supplies stands firmly behind our Concrete Segmental Paving products. Should any DH Garden Supplies Concrete Segmental Paving product not perform as claimed, we are committed to working collaboratively with all involved parties to address the concern.

Our products are crafted to thrive in local conditions and to satisfy, if not surpass, the standards of the New Zealand Building Code. The production of DH Garden Supplies concrete segmental pavers adheres to NZS 3116, in conjunction with AS/NZS 4455 and AS/NZS 4456, reinforced by an independently audited quality management system in line with ISO 9001.

PRODUCTS AND SYSTEMS

Concrete segmental paving components, when combined with other materials such as hardfill, bedding sand, and joint sand, occasionally including coatings, create systems such as pavements. To comply with the New Zealand Building Code, the design must conform to NZS 3116, as must the installation of the paving system. The Designer Series range must be sealed post-installation to enhance durability, maintain colour, and minimise upkeep.

PRODUCT WARRANTY

DH Garden Supplies warrants that the Concrete Segmental Paving Range will, for a period of fifteen (15) years from the date of purchase:

- be free from defects outside the acceptable limits specified in NZS 3116 and AS/NZS 4455 arising from factory workmanship or materials used in the manufacturing of the product; and
- subject to compliance with the conditions attached, perform to the extent set out in the relevant DH Garden Supplies 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 materials 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.

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 the DH Garden Supplies Concrete Segmental Paving Range being properly stored, installed, and maintained in accordance with NZS 3116 and the DH Garden Supplies Concrete Segmental Paving Product Technical Statement.

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 thirty (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 more onerous of the product literature, New Zealand Standards, or best-practice technical guidance that is current and publicly available at the time of purchase.
4. This warranty does not apply to normal wear and 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 fifteen-year warranty period, DH Garden Supplies will, at its sole option, do one of the following:
 - (a) supply replacement masonry product; or
 - (b) rectify the defective masonry product; or
 - (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.

DH Garden Supplies 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.

7. In the event of a breach of this fifteen-year warranty, DH Garden Supplies 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. DH Garden Supplies 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 or 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; combination of the product with other products, coatings, or finishes not approved for use with the product, or acts of God (such as earthquakes, cyclones, floods, or other severe weather or unusual climatic conditions), or acts of War.
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 DH Garden Supplies is authorised to modify this warranty unless such modification is made in writing and is signed by an authorised officer of DH Garden Supplies.
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-transferable and non-assignable.
12. The statements in this warranty may be superseded at any time by DH Garden Supplies publishing a new warranty on its website, and in that case the new warranty will apply from that date.