

PRODUCT WARRANTY & MAINTENANCE GUIDE

Ready Mixed Concrete | May 2018 | Version 2

Allied Concrete Limited and AML Limited (Allied Concrete, we, and us) are national suppliers of ready mixed concrete. All concrete supplied by us is manufactured in accordance with the requirements of NZS 3104:2003 and tested using the methods of NZS 3112: Part 2.

Adherence to these standards ensures that the concrete in your building is fit for purpose and meets the 50 year design requirement in the New Zealand Building Code.

Our concrete plants are subject to an annual audit by the New Zealand Ready Mixed Concrete Association Plant Audit Scheme to determine compliance with these standards. Our current Audit Certificate is available on request.

WARRANTY

For a period of 10 years from the date of purchase (warranty period), Allied Concrete warrants that concrete supplied by us will:

- Exceed the rejection limit stated in NZS3109 for the 28 day concrete cylinder compressive strength at the point of dispatch from the manufacturing plant, so long as the concrete is being used in a normal environment.
- Perform in accordance with any statements in documents prepared and published by Allied Concrete which are current at the time of installation.

This warranty is subject to the requirements and conditions set out in this document.

Due to the natural products used in concrete, some variations in colour and texture will occur. From time to time mixes can contain driftwood and some naturally occurring minerals such as iron pyrites which have been known to produce brown stains. None of these issues are considered to be defects with the concrete and will not be covered by this warranty.

MAINTENANCE

Concrete is a naturally robust building material and requires minimal maintenance.

The concrete under carpet or other floor covering requires no attention to provide a lifetime of service. Uncovered areas can be damaged over time from the use of common chemicals and fertilizers particularly any containing acid, such as moss killer for your lawn. We recommend that you sweep up any chemical or fertilizer spill promptly.



THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. If this warranty is breached during the warranty period, Allied Concrete will, at its sole option:
 - a. Replace the defective concrete; or
 - b. Rectify the defective concrete; or
 - c. Pay the costs to supply replacement concrete; or
 - d. Provide a refund of the purchase price paid for the defective concrete.
2. This warranty will not apply in the following circumstances:
 - a. Failure to design and construct the building project in accordance with the New Zealand Building Code and any other applicable legislation, rules or standards.
 - b. Water or other products have been added to the concrete by anyone other than our representatives.
 - c. Use of the concrete otherwise than in accordance with any statements or instructions in documents prepared and published by Allied Concrete and current at the time of use.
 - d. Normal wear and tear.
 - e. Damage caused by accident, misuse, or other external causes.
 - f. Damage or defects attributable to events outside our control including, but not limited to, incorrect installation, inadequate design, defect or failure of other products, efflorescence, chipping, cracking, colour variation, water ingress, mould, mildew, fungi, or bacteria growing on the concrete, settlement or structural movement, use of coatings or finishes not approved for use with the concrete, or acts of God (such as earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions).
3. Subject to any obligations Allied Concrete may have under the Consumer Guarantees Act 1993 and otherwise to the fullest extent permitted by law, Allied Concrete will not be liable (whether under the law of tort, contract or otherwise) for any loss of business or profits, loss of revenue, or any indirect or consequential loss or damage arising out of a breach of this warranty.
4. A person claiming under this warranty must:
 - a. Provide written proof of purchase; and
 - b. Make a written claim either:
 - i. Within 30 days after the defect would have become apparent to a reasonable person; or
 - ii. If the defect would have been apparent to a reasonable person prior to installation, then the claim must be made prior to installation.
5. If the concrete is acquired by a consumer, we will honour our obligations under the Consumer Guarantees Act 1993, including those guarantees regarding quality, description, and fitness for purpose of the concrete we supply. Nothing in this warranty is intended to limit our obligations under the Consumer Guarantees Act 1993. However, if the concrete is acquired for business purposes, the Consumer Guarantees Act 1993 will not apply. All other warranties, conditions, liabilities and obligations that are not covered by this warranty are excluded to the fullest extent permitted by law.
6. Any variation to this warranty will only be effective if it is made in writing and signed by an authorised officer of Allied Concrete.
7. If the concrete is used by a developer in a newly constructed building which is intended to be on-sold, this warranty may be assigned by the developer to the initial purchaser of the building. In all other cases, this warranty is non-transferable and non-assignable by the original purchaser of the concrete.
8. We may amend any provisions in this warranty by publishing a new warranty on our website. The new warranty will apply from the date of publication on our website.