

Warranty NZ

September 2025

INOVA

by etex

Innova Warranty NZ

The Warrantor supplies Innova Product/s that comply with the relevant New Zealand Standards and are warranted to be free from defects in materials or manufacture for the Warranty Period, subject to the conditions stated below.

This warranty applies in addition to any mandatory and non-excludable statutory rights or remedies that you may have, including under the Consumer Guarantees Act 1993. This warranty does not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified.

Item	Details (if applicable)
Warrantor	Etex Australia Pty Limited ABN 61 003 621 010
Warrantor business address	Innova, 27 Accent Drive, East Tamaki, Auckland, New Zealand
Warrantor email address	innovatechnical@etexgroup.com
Warrantor phone number	0800 424 234
Warrantor website	innovafibreceement.co.nz
Product/s	Innova branded products
Warranty Period	25 years on all products except the Montage pre-finished range, which is 15 years. From the date of first purchase of the Product/s from the Warrantor or the Warrantor's Australian distributor.
Warranty	The recipient of the Product/s as evidenced by a valid tax invoice or other proof of purchase satisfactory to the Warrantor.

Conditions of Warranty

1. This warranty is given by the Warrantor in favour of the Warrantee and is not transferable and there must be no other third-party beneficiaries in connection with this warranty.

2. The benefits given by this warranty are in addition to other rights and remedies of the Warrantee under a law in relation to the goods to which this warranty relates, including any statutory rights under the Consumer Guarantees Act 1993 or Fair Trading Act 1986 and which cannot be excluded (Non-Excludable Rights).

3. This warranty applies to Product/s which have been stored, handled, installed and maintained:

- a. strictly in accordance with Innova technical literature current at the time of installation or approved by the warrantor's technical services team in writing; and
- b. in buildings that have been designed and constructed in strict compliance with all relevant provisions of the New Zealand Building Code and Building Act, regulations and standards in the relevant jurisdiction at the time of installation.

Where the conditions in paragraphs (a) and (b) have not been observed, then this warranty applies only if and to the extent that the Warrantee proves to the satisfaction of the Warrantor that such non-compliance has not caused the relevant problem.

4. The performance of all Innova assemblies relies on using the nominated products in Innova technical literature. Use of other product/s may reduce an aspect of performance or appearance including but not limited to the fire rating, acoustic rating, thermal rating, structural capacity and weather-tightness ability. This warranty applies only if and to the extent that the Warrantee proves that such use has not caused the relevant problem.

5. To the extent permitted by law, the Warrantor will not be liable under this warranty for claims due to any other cause other than a product defect such as workmanship, installation, design, structural movement and/or other building movement, defects in the underlying construction, the use of incompatible products, and/or any service condition outside those specified as acceptable in Innova technical literature (available at the Warrantor's website) at the time of purchase.

6. Any third-party products including but not limited to solvents, paint and coating systems, applied to or used in conjunction with the Product/s must be applied or installed and maintained in accordance with the relevant standards and by qualified tradespeople using good trade practices.

7. The extent permitted by law, the Warrantor will not be liable under this warranty for any claims, defects or damages arising from or in any way attributable to:

a. the use of Product/s other than in accordance with the Innova technical literature;

b. modification, repair or alteration of Product/s outside the Warrantor's premises in any way other than in accordance with Innova technical literature or approved in writing by the Warrantor, unless and to the extent that the party seeking the benefit of this warranty proves that such non-compliance has not caused the relevant problem;

c. unusual or severe levels of pollution or airborne contaminants;

d. abnormal weather or environmental conditions;

e. high levels of humidity, contact with moisture or liquids;

f. high temperatures and high levels of ultra-violet exposure;

g. efflorescence or any effect or damage caused by efflorescence;

h. general or normal weathering, discoloration and surface imperfections like, but not limited to, blooms, minor cracks, inclusions, deformations, both due to the ageing of the Products and/or environmental exposure;

i. growth of mould, mildew, fungi, bacteria or any other organism;

j. any effect or damage to other materials or products used in the vicinity of the Product/s because of water run-off;

k. direct contact with, or run off from, materials or substances which advance corrosion;

l. any application of solvents, paints or other cleaning products or processes to the Products or any alteration or repair not approved by the Warrantor in writing;

m. performance of paint/coatings applied to the Product/s;

n. normal wear and tear;

o. minor or non-material defect of whatever nature;

p. misuse or willful damage, negligence, accidental damage or impact however caused, or any cause other than normal and reasonable use; and/or

q. damage as a result of any force majeure event, including any natural disasters, earthquakes or floods.

8. The Product/s must be viewed for any visual defect from the floor or ground in a perpendicular way and at a reasonable minimum distance of three metres under non-critical light. Any minor variations of the surface appearance which do not impair the characteristics or functions of the Product/s are permitted.

9. A claim against this warranty must be made during the Warranty Period and, if the defect was reasonably discoverable, before use or installation of the defective Product/s. The claim must be submitted by the Warrantee during the Warranty Period in writing within 30 days of discovering the defect and must be accompanied by a valid tax invoice or other proof of purchase satisfactory to the Warrantor and must be sent to the Warrantor clearly stating that it is a claim under the 'Innova Warranty' at the

contact details listed in the table above (Claim Notice).

10. Following receipt of a Claim Notice, the Warrantor will be entitled to inspect any alleged defect if the Warrantor considers it necessary and be permitted to remove a representative number of samples for testing. Under the terms of this warranty, the inspection will be performed during normal business hours by the Warrantor's authorised representative or nominated individual(s).

11. To the extent permitted by law, the Warrantor limits its liability under this warranty to, at its option:

- a. pay for the repair of the Product/s; or,
- b. replace the Product/s; or
- c. supply an equivalent Product/s including improved or superior Product/s; or
- d. refund the original purchase price paid for the effected Product/s.

12. If the option in clause 11(b) or 11(c) is selected by the Warrantor, the Warrantee acknowledges and accepts that there may be minor variation and differences between the original and replacement Product/s.

13. The costs associated with a claim made against this warranty (i.e. postage) are to be borne by the Warrantee.

14. The Warrantor is committed to a process of continuing product improvement and development. If identical replacement Product/s are not available, the Warrantor will provide the Product/s which in its absolute discretion, while acting reasonably, it deems to be the most suitable alternative available from its product line at time of replacement.

15. Subject to any Non-Excludable Rights and except as provided expressly herein, under no circumstances will the Warrantor have any responsibility or liability to any party (including the Warrantee or a third party) whatsoever or howsoever arising in respect of or in connection with the manufacture or supply of Product/s, including but not limited to consequential or special losses, loss of profit, loss of revenue, loss of opportunity, wasted overheads, diminution in value, damages or expenses, whether direct or indirect.

16. Any samples or published promotional literature (marketing materials) are provided solely for information purposes only and to give an approximate idea of the products they describe. The marketing materials are not intended to have any legal effect, nor do they constitute or form any part of this warranty.

17. This Innova warranty constitutes the entire manufacturer's warranty provided by the Warrantor regarding the Product/s. Except where otherwise provided by any Non-Excludable Rights, all other obligations, warranties, both expressed and implied are excluded to the extent permitted by law.

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