

Thank you for your purchase of products which are a part of the Marley New Zealand Limited (Marley) SecuraOne® Hot and Cold System range (Products).

The Products are manufactured at audited sites and conform with all requirements of the following standards:

- › AS/NZS 2642 –Polybutene Pipe & Fittings
- › AS/NZS 2492 –PEX Pipes
- › AS 5082 –Metric Polybutene Pipe & Fittings
- › AS/NZS 2537 –PEX Fittings

## Warranty

Marley warrants that each Product will be free from defects in material and workmanship from the manufacturing process (Warranty) for a period of **25 years** from the original date of purchase (Warranty Period). If a Product fails to comply with the Warranty Marley will

- › provide a replacement Product; **or**
- › refund the price of any Product; **and**
- › may elect to make any additional payment for any other costs that may arise in the replacement of a defective Product, at its sole choice and discretion.

This Warranty is in addition to, and is not intended to limit in any way, the rights under the Consumer Guarantees Act 1993 of a purchaser of Products who is a consumer under that Act. This Warranty and any claim under this Warranty is subject to the Exclusions and Conditions set out below.

## Warranty Exclusions and Conditions

1. This Warranty does not extend to or cover
  - › Any Products modified, repaired or interfered with in any way other than by Marley or a Marley authorised person.
  - › Any Products purchased for the purposes of a business under the Consumer Guarantees Act 1993.
  - › A defect in any component or product used in a hot and cold water system which is not a part of the SecuraOne® Hot and Cold System range.
  - › Any defects in the Products or damage not directly attributable to faulty material or workmanship during manufacture including, but not limited to, damage resulting from incorrect installation – such as installation of crimp rings non-compliant with the recommendations published in the SecuraOne® Literature at the time of purchase of the Product, excess working pressure or temperature, Acts of God, abnormal environmental condition, physical damage, mistreatment, fair wear and tear, failure to maintain the Product, unnecessary delay in making a claim under the Warranty, or use of Product in any manner or for any purpose not according to the SecuraOne® Literature.
2. Any claim under this Warranty will only be valid and accepted if:
  - › The claim is made during the Warranty Period.
  - › The Product is installed in accordance with the SecuraOne® Literature.
  - › The Product defect which is the subject of a claim under this Warranty has not been contributed to or caused by excess working pressure or temperature, Act of God, abnormal environmental conditions, physical damage or mistreatment, workmanship other than in the course of the manufacturing process, fair wear and tear, failure to maintain the Product, or unnecessary delay in making a claim under this Warranty.

- › The Product is used in any manner and for any purpose intended and provided for in the SecuraOne® Literature, or provided for in written confirmation of suitability prior to installation obtained from Marley.
- › The Product is installed by a registered plumber with a current PGDB Registration Number (at the time of installation).

3. Except as expressly stated in this Warranty, Marley is not liable under this Warranty or in contract or in tort (or otherwise) for loss of any kind whatsoever including any consequential, indirect, or special damage. If for any reason any court of competent jurisdiction decides that Marley is liable in addition to the terms of this Warranty, its liability shall not exceed the original purchase price for the defective Product.

## Warranty Claim

If during the Warranty Period you consider that you have a claim under this Warranty, do not attempt repairs or replacement of the Product.

Contact Marley about the claim detailing the fault or issue that has occurred, and including or attaching the Building Owner Record information detailed below. Marley will then confirm receipt of your claim and recommend an appropriate course of action.

Marley reserves the right to carry out an investigation into the cause of any issues which may include testing of any potentially faulty Product prior to accepting liability under this Warranty.

## Building Owner Record

This information concerning the Products must be provided to Marley before any claim under this Warranty will be considered by Marley.

Building Consent No. \_\_\_\_\_

Address of installation \_\_\_\_\_

Installed by \_\_\_\_\_

Registration No. \_\_\_\_\_

Installation date \_\_\_\_\_

Proof of purchase (we recommend you attach to this record)