

MARLEY AUCKLAND
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MARLEY GUARANTEE

Marley New Zealand Limited guarantees the purchaser of Marley spouting or downpipe products against defects in material and manufacture for a period of 15 years from the original date of purchase.

Marley New Zealand Limited (Marley) guarantees the purchaser of Marley spouting or downpipe products (Products) against defects in material and manufacture (Guarantee) for a period of 15 years from the original date of purchase (Guaranteed Period).

Conditions: This Guarantee is subject to the following conditions:

- The Products must be used only as external spouting and downpipes and are not suitable for use as a concealed system.
- The Products must be used and installed strictly according to the then current Marley published installation instructions as at the original date of purchase.
- If the Products are to be used in any application not covered by the then current Marley literature as at the original date of purchase, written confirmation of suitability must be obtained from Marley and a copy provided to Marley with any claim made under this Guarantee.
- Only Marley fittings and uPVC solvent cement (MCS) should be used in conjunction with the Products to ensure the integrity of the completed system.
- The Products must be maintained in accordance with the then current maintenance program available in Marley's Rainwater literature at the original date of purchase.

Failure to meet all the conditions set out above will deem this Guarantee invalid.

Exclusions: This Guarantee does not apply to:

- Any colour fading of the Products, including any colour fading caused by environmental conditions. Over time the Products will weather, as is customary with all exterior pigmented finishes. The rate at which fading occurs will be dependent on the environmental conditions the Product is exposed to, including UV levels, pollution and building orientation.
- 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.
- Any defects in the Products caused by or resulting from causes not attributable to faulty material or manufacture, including defects caused by or resulting from any act or omission by the purchaser including misuse, neglect, incorrect installation or accidental damage.

Procedure

- Subject to the conditions and exclusions above, if during the Guaranteed Period you consider that our Guarantee has not been fulfilled, do not attempt repairs or replacement.
- Contact Marley with your claim in writing, with proof of purchase and evidence of the original purchase date. Marley will then recommend an appropriate course of action.

Scope of the guarantee

- Subject to the conditions and exclusions above and provided that any claim is made within the Guaranteed Period, if any Products supplied breach this Guarantee, we will, at our option, provide replacement Product or refund the Product's original purchase price.
- This Guarantee is given to "consumers" as defined in, and who have the rights under, the Consumer Guarantees Act 1993 and should be read with the statutory consumer guarantees contained in that Act. This Guarantee is not intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993.
- There may be some colour variation between existing Product and new Product supplied for replacement. Marley do not guarantee that any replacement Product will be an exact colour match to the original Product.
- Nothing expressed or implied in this Guarantee will confer any liability on Marley for any indirect, consequential or special loss or damage directly or indirectly resulting from any breach of this Guarantee.