



Special Warranty: Polyurea.

Warranty Number: NZNWE-00190924

Date of Installation: June 2024

Building Owner: Fonterra NZ (Litchfield Plant)

Building/Project Address: State Highway 1, Litchfield 3482

Company: Measure Up Ltd

Address: 1 Wakelin St Kamo Whangarei 0112

Phone: +64 9 408 7332

Product Type and Use: WPM400 Primer WPM400 Polyurea

Area Laid: 255 Square Metres

Applicator: Polyurea NZ Ltd

Warranty Period: 20 years from the date of installation of the membrane.

ARDEX Warranty

Subject to the conditions below, ARDEX NEW ZEALAND LIMITED ("ARDEX") warrants to the Building Owner that the ARDEX Polyurea stated as the Product Type (the "Membrane") will be free from all defects (including defects in materials and workmanship) that will prevent it from retaining its waterproofing properties for the Warranty Period.

This Warranty is subject to the following conditions.

Extent of Liability

1. The Warranty shall, in respect of defects in Materials, only apply to any defect in the Membrane which permits the entry of water due solely to the natural deterioration of the Membrane or ridges or splits not caused by structural failure of movement of or cracks in the substrate or roof base or insulation over which the Membrane is applied.
2. Failure to comply with the requirements and recommendations in the ARDEX Specification, ARDEX's General Care and Maintenance Guide and/or all applicable laws will render this Warranty null and void. This includes protection of the Membrane when used in below ground DPM tanking, internal waterproofing and external waterproofing applications. ARDEX advise that products may have limitations as detailed in the product datasheets.
3. This Warranty will not apply where any other product or material has been added to or used in conjunction with the Membrane by a person (other than by ARDEX or the Applicator), unless first approved by ARDEX in writing (permission can be given or withheld at ARDEX's discretion and is not required when using ARDEX Tile adhesives in conjunction with ARDEX Under tile Membranes).
4. ARDEX's obligations under this Warranty shall be limited to, at ARDEX's cost:
 - a. the timely repair or replacement by ARDEX (at its option) of any defective Membrane and/or workmanship which permits the entry of water;
 - b. the timely repair or replacement by ARDEX (at its option) of any damage to the immediate surface or covering material to, on or below which the Membrane was applied or installed, such repair to include the cost of any goods or materials directly associated with such repair or replacement (but excluding any labour costs and/or other costs associated with the dismantling and reassembly of any structure on or in which the Membrane has been installed or applied); and
 - c. the cost of removing and installing the new and/or repaired part of the Membrane, where written notice of the defect is given to ARDEX within the periods set out in paragraph 7.
5. To the maximum extent permitted by law paragraph 4 sets out ARDEX's sole and total liability under this Warranty and accordingly ARDEX shall not be liable for any other direct costs, damages or losses or for any loss of profits or loss of revenue or for any other economic loss or for any special, indirect, incidental, consequential damage, loss or injury of any kind, including but not limited to, damage to the structure or its contents arising under any theory of law.
6. Without limiting the generality of the preceding clauses, this Warranty shall not cover and ARDEX shall have no liability for the following acts, conditions, or circumstances or any damage or defects which may arise there from:
 - a. Wars, strikes, lock-outs, delays, acts of God, fire, earthquake, flood, hail, lightning, hurricane, tornado, windstorm, governmental or environmental interference or any other cause (whether similar or dissimilar) beyond the reasonable control of ARDEX; or
 - b. The act, omission, default or representation of any party other than ARDEX, the Applicator or any of their respective servants or agents; or
 - c. Exposure of the Membrane to a chemical or solution, fire or radiation, or contamination by radioactivity from any nuclear fuel or waste. The contents of the tank and brine concentrations have been disclosed to ARDEX and warranty will not be voided.
 - d. Settlement, distortion, failure of the walls or foundations of the building, ponding or cracking of the roof or the deck; or
 - e. Infiltration or condensation of moisture in, through, or around the walls, copings, building structure, or underlying or surrounding materials; or
 - f. Any design defect or structural failure of any framework or material in or on which the Membrane has been installed or applied which was not supplied by ARDEX; or

- g. Materials other than the Membrane, including, but not limited to, metal work expansion or control joints, fasteners, drains, vents, vapour retarders, walkways, pitch pockets, flashing materials and rooftop units and equipment; or
- h. Expansion or contraction of any flashing or metal work, any adjacent or abutting building, structure or improved or unimproved property, or any component thereof, including but not limited to, structural failure or damage, leakage, or drainage; or
- i. Any new installations, repairs, or other maintenance or construction on, to or through the Membrane; or
- j. Damage caused directly or indirectly by falling objects or traffic of any nature on the system; or
- k. Improper installation or defects or failure of any material used in any substrate over which the Membrane is applied; or
- l. The failure of material or structures to conform with all applicable laws and/or the specifications of ARDEX or other requirements; or
- m. Negligence, misuse, improper treatment or improper site preparations; or
- n. Storage or handling of the Membrane by a person other than ARDEX or the Applicator otherwise than in accordance with ARDEX's published use and handling procedures and installation specifications.

Claim

- 7. This Warranty shall be invalid unless ARDEX receives the Building Owner's written claim within the Warranty Period and within fourteen (14) days after the date of reasonable discovery of any alleged defect. Any claim under this Warranty must be accompanied by reasonable evidence that the Building Owner has complied with the requirements in paragraph 2 above, including evidence that the Membrane has been subject to annual checks and maintenance as required by ARDEX's General Care and Maintenance Guide.
- 8. This Warranty remains current for the Warranty Period and is transferable should ownership of the property on which the Membrane is applied change.

Access to Material and Site

- 9. In the event that it is necessary for ARDEX to repair or replace any defects in the Membrane (whether materials or workmanship), the Building Owner shall provide ARDEX with clear and unrestricted access to the Membrane. Nothing in this Warranty shall require ARDEX to remove and/or replace plant, equipment or any other object or substance in order to gain access to the Membrane. The Building Owner shall co-operate in all respects with ARDEX to accomplish the said repair or replacement.
- 10. The cost of any site visit requested under a Warranty claim which does not reveal any problem which ARDEX has liability for under this Warranty shall be paid for, at ARDEX's sole discretion, by the party requesting the inspection at the rate of \$150 per hour or part thereof plus all out-of-pocket expenses incurred such as travel costs.

Consumer Guarantees Act

- 11. Where the Membrane is being acquired by you in trade you agree that it is fair and reasonable in all the circumstances that the Consumer Guarantees Act 1993 (CGA) not apply. Accordingly, to the maximum extent permitted by law, the CGA shall not apply.

No Other Warranty

- 12. To the maximum extent permitted by law and except as expressly set out in this Warranty, any other warranty agreed by ARDEX in writing or any warranties or guarantees contained in the CGA that cannot be excluded by law, all express or implied representations, warranties, guarantees, or conditions are expressly excluded (whether such obligations arise under statute, at common law or otherwise).
- 13. This Warranty is valid and enforceable on the condition that ARDEX has been paid in full for the Membrane supplied and the Applicator has been paid in full for the workmanship.

Applicable Law

- 14. This Warranty is governed by the laws of New Zealand.



Ronald Rose
Commercial Director

Date: 19/09/2024