Head office
77a Morrin Road,
St Johns, Auckland 1072
hello@guardianseal.co.nz
0800 119 998

Product Quality Guarantee and Product Warranty

Guardian Seal

Guardian Seal Pro

CONDITIONS

Guardian Seal Limited
Referred to as "the Company" warrant the applied product known as Guardian Seal and/or Guardian Seal Pro.

The Product shall:
(A)

→ Be free from defects in manufacture.

→ Meet the specification and properties set out in the relevant Technical Data Sheet current at the time of sale;

→ For a period not exceeding 10 years from the Practical Completion Date.

In the event that liability under (A) is established, the Company shall rectify as follows:
(B)
→ Guardian Seal will re-supply the Product; and

→ Guardian Seal will provide all labour required in re-applying.

This warranty is subject to and conditional upon compliance with the following terms and conditions and in the event of non-compliance with the said terms and conditions this warranty shall be null and void.

The Owner agrees that the liability of the Company shall be limited to (B) above and shall be at the absolute discretion of the Company.

This warranty is subject to and conditional upon the following:

1. All maintenance schedules shall be carried out with a record of completion.
2. In the event of any alleged fault or deterioration in relation to the Product or its application, the Owner shall give written notice to the Company within seven (7) days of the discovery of the alleged fault.
3. The Company does not warrant blistering or fading in colour of the Product or that the Product supplied for rectification shall exactly match the existing material in respect of colour or texture.
4. In the event of liability being established at the discretion of the Company, pursuant to this warranty, Guardian Seal 's sole responsibility and liability under this warranty and otherwise with respect to the Product is to supply replacement Product and labour sufficient to rectify the affected area.

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5. All other warranties, guarantees or conditions of whatsoever nature, relating to the performance of the Product and whether expressed, implied or given by any agent or employee of the Company, or any damages or loss of any nature whatsoever suffered are hereby excluded.

6. There shall be no liability for the Company in respect of this warranty for any damage to the Product caused by an act of God, exceptional weather conditions, fire, storm, war, riots, civil commotion, vandalism, bursting or other forms of destruction or failure of gas or fluid carrying pipes or other vessels, negligence or wilful damage by the owner and/or occupier of the application area and/or visitors to the application area on which the Product is placed, and any criminal act or illegal act or any consequential damage.

7. The Company shall not be liable and shall remain indemnified by the Owner for any loss or damage suffered by third parties or otherwise resulting from the failure of the product outside the period of this warranty.

8. This Warranty may not be relied upon and the Company shall be exempt from liability in the event of:

    a. Damage being caused by any act, abuse, misuse, negligence, inadequate or improper care or use, by any party other than the Company.

    b. Damage being caused to the Product consequent upon overlays being placed on the Product.

    c. Damage or repairs to the Product occasioned through third parties not authorised by the Company.

9. If a failure with the goods or a service does amount to major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to reimbursement for any other reasonably foreseeable loss or damage from a failure in the goods or service.

10. The benefit of this warranty is not assignable without prior consent in writing of the Company.

WARRANTY CLAIMS

If the product does not perform as specified within the relevant warranty period, we will replace the goods free of charge. To make a claim under the warranty, please contact Guardian Seal Ltd and provide details of your claim.

Please contact Guardian Seal Ltd on hello@guardianseal.co.nz or 0800 119 998