

# TILE SPACE 15-YEAR WARRANTY

## 1. WARRANTY

Tile Space will, at its option, repair or replace at its own cost any products supplied which are defective or have failed due to any defect arising within 15 years of the invoice date ("Warranty Period") subject to the terms and conditions set out in this Warranty. Any repair or replacement work under the Warranty shall also include the reasonable cost (excluding travel costs) of the labour involved but all repair or replacement work under the Warranty must be authorised in writing by Tile Space prior to the commencement of any such work.

## 2. WARRANTY EXCLUSIONS AND LIMITATIONS

(a) The Warranty applies only to products purchased from Tile Space and specifically listed in the invoice.

(b) The Warranty does not apply or extend to, or in any way cover:

(i) variations in shade and size between the sample and the delivered products or within batches of the products (due to the manufacturing process by which tiles are produced variation in shade and size is inevitable and not a defect; sizes indicated are nominal only; actual sizes can and will vary between batches and suppliers; when mixing tiles compatibility should be confirmed prior to purchase);

(ii) any cost beyond bare replacement of any defective products where any defect is detectable by reasonable inspection prior to installation (the purchaser is responsible for checking the products prior to installation);

(iii) normal wear and tear;

(iv) failure of any of the products arising from:

- any use of the products outside of the technical specifications, manufacturers' recommendations and product guidelines (including any tile selection or product guides produced by Tile Space), details of which are available on request;
- any use of the products other than for their intended use;
- inadequate substrate preparation;
- substrate movement; or
- substandard installation or workmanship;

(v) failure arising from causes other than normal use and weather conditions, including (without limitation) impacts with objects, earthquake, flood, fire or other acts of God, sustained cascading or pooling of water, or other causes beyond Tile Space's control;

(vi) failure arising from use of any of the products other than in accordance with current building code standards or applicable laws, or where any required Code Compliance Certificate is not obtained;

(vii) failure arising from use of any product not supplied by Tile Space;

(viii) failure arising from accident, misuse, sabotage, vandalism, contaminated fluids or neglect or failure to operate, store and/or maintain any of the products in accordance with good practice;

(ix) failure arising from the use of a high pressure cleaner;

(x) failure arising from any negligent act or omission of any person other than employees of Tile Space; or

(xi) any consequential loss whether direct or indirect including, but not limited to, wasted time, materials or expenditure or loss of use, profit, production, revenue, expected savings or goodwill.

(c) The Warranty applies only to products supplied and does not extend to any services, assistance or information provided by Tile Space (whether as to the selection of goods, product installers, or otherwise).

Any such information is provided on an inexpert basis and the purchaser must rely upon their own judgment and research in relation to the use, fixing, installation or incorporation of the products. Tile Space shall not be liable in negligence or otherwise for any assistance so provided.

## 3. PURCHASER'S OBLIGATIONS

In order to obtain the benefit of the Warranty, the purchaser must comply with the following provisions:

(a) Within 90 days after the installation date and 6 months of the invoice date, the purchaser must complete the installation record and warranty registration.

(b) if any product failure or defect occurs or appears within the Warranty Period, the Purchaser must:

(i) advise in writing to Tile Space at [info@tiles.co.nz](mailto:info@tiles.co.nz) or PO Box 12378, Penrose, Auckland 1642 full particulars of the products and of the failure or defect within 30 days of the fault becoming apparent;

(ii) provide Tile Space with the completed customer copy of the Installation Record Card relating to the products;

(iii) return to Tile Space at the purchaser's cost any of the products which have not been installed before such defect appeared or such failure occurred or appeared; and

(iv) allow Tile Space and any employee or agent of Tile Space reasonable access to inspect any of the products installed and to inspect the installation of the products, before any remedial work is commenced.

## 4. TILE SPACE'S OBLIGATIONS

If a claim made under the Warranty is accepted then Tile Space will at its sole cost repair or replace any of the products which are defective or have failed. Repairs or replacement will be scheduled and performed in accordance with normal work flow and the timing of any repair or replacement may depend upon the availability of replacement components. Tile Space recommends that the purchaser obtain and retain additional products to allow for wastage on installation and for any necessary repairs whether covered by warranty or otherwise as the same batch may not be available at a future date. If the same batch is not available for any repair under warranty then Tile Space shall be entitled to substitute any product within its current range which will provide a reasonable match.

## 5. LIMITATION ON TILE SPACE'S OBLIGATIONS

To the extent permitted under the Consumer Guarantees Act 1993:

(a) Tile Space will not be liable to any purchaser or any other person for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind however caused (including negligence) arising directly or indirectly from or in connection with any of the products and/or any failure of or any fault in any of the products.

(b) Tile Space's liability in respect of all claims for loss, damage or injury however arising shall:

- not in aggregate exceed the price paid by the purchaser for the products; and
- cover only the product/area which is defective, not the entire surface unless otherwise agreed).

(c) Except as expressly set out in this Warranty and Tile Space's Terms and Conditions of Sale, all terms, conditions, warranties, undertakings, inducements or representations whether expressed, implied, statutory or otherwise, relating to the products are excluded.

## 6. TERMS AND CONDITIONS OF SALE APPLY

Tile Space's Terms and Conditions of Sale shall continue to apply to all products supplied by Tile Space, provided however that in the event of conflict between this Warranty and the Terms and Conditions of Sale, this Warranty shall prevail to the extent of the conflict.

## 7. TILE SPACE'S RIGHT OF DETERMINATION

Tile Space alone has the exclusive right to determine whether or not the Warranty extends to a claim made by the purchaser.





# YOUR 15 YEAR WARRANTY

For more than 23 years the team at Tile Space has been selecting the best styles and quality tiles from a wide range of suppliers from around the world. With this experience, and combined with the right installation using ASA or Mapei Adhesives and waterproofing, we can provide a 15 year Extended System Warranty for all products (tiles, grouts, adhesives) purchased from Tile Space.

In the event of a failure of a product (tiles, grouts and adhesives) purchased from Tile Space, we will replace the product and also cover the cost of a new installation.

Tile Space will help you with the products you need to get the job done right. However, to ensure your project is covered by our 15 Year Extended System Warranty you need to make sure:

1. The substrate (what the tiles are installed on) has been prepared correctly.

2. The tiles are installed to current building code standards and, if required, a code of compliance is issued for the project

3. Only ASA or Mapei systems are used in the installation of your tiles, and are correctly installed as per the relevant manufacturers' installation specifications

4. The Tile Space warranty registration process is fully completed.

Unfortunately if any of the above is not completed correctly we are unable to cover you for the 15 Year Extended System Warranty, but you should still be covered by our 10 Year Tile Warranty.

Please give us a call or ask in store for more details on our 15 Year Extended System Warranty.

## WARRANTY REGISTRATION PROCESS

Complete the three steps below to register for your 15 year Extended System Warranty.

### 1 PURCHASE DETAILS

Invoice Number(s): \_\_\_\_\_

### 2 Have your tiler fill out the installation record on the next page.

### 3 Register your warranty online at [tiles.co.nz/About/15-Year-Guarantee](https://tiles.co.nz/About/15-Year-Guarantee) or by sending a copy of the installation record to PO BOX 12 378, or drop into a store and we'll make a copy for you.

A 15 year Extended System Warranty certificate will be emailed to you following completion of the registration.

# INSTALLATION RECORD

(TILER TO COMPLETE)

Project Completion Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

Installer: \_\_\_\_\_ Trade Plus Code: \_\_\_\_\_

Areas Tiled: \_\_\_\_\_

Total Area: \_\_\_\_\_ m<sup>2</sup>

System Used: Mapei ☐ ASA ☐

## WATERPROOFING

Product: \_\_\_\_\_ Primer: \_\_\_\_\_

m<sup>2</sup> Waterproofed: \_\_\_\_\_ Quantity Used: \_\_\_\_\_

Waterproofing Applicators Code: \_\_\_\_\_

## TILING

Primer: \_\_\_\_\_

Adhesive: \_\_\_\_\_

Grout: \_\_\_\_\_

I confirm that the above installation has been carried out according to the manufacturers' specifications and following current building code guidelines, and tiling has been carried out within BRANZ good tiling practice.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

