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durafence fencing systems

developed in
partnership with
 FLETCHER
ALUMINIUM

(index.html)

TECHNICAL	
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WARRANTY

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Durafence™ will withstand the effects of most tremors and ground movement.

Durafence™ will not crack from vibration to the same extent as concrete block or a plastered fence. The boards will move within the post channels and between their tongue and groove joints. It is unlikely the posts will incur damage during a quake as they are 80x80mm aluminium sections have strength and durability as key design features. They are also either anodised or powder-coated to protect against the deterioration effects of the lime/moisture content present in soil and concrete. If a few of the boards were to get damaged they are easily replaced at minimal cost. The Durabuild warranty covers your fence even under some earthquake conditions.

TERMS:

There are two elements that make up the Durafence™ Fencing System. One element is the aluminium componentry and the other is the Fence Boards made from WPC (wood plastic composite).

Durabuild Limited is pleased to warrant to the original purchaser (hereinafter “Purchaser”) that, for a period of 20 (20) years from the date of original consumer purchase, under normal use and service conditions, **Durafence™ fencing boards** (hereinafter the “FencingBoards”).

Durabuild Limited is also pleased to warrant to the original purchaser (hereinafter “Purchaser”) that, for a period of ten (10) years from the date of original consumer purchase, under normal use and service conditions, that the **Durafence™ Aluminium Componentry**, manufactured and warranted by Fletcher Aluminium Limited (hereinafter the “AluminiumComponentry”), shall be free from material defects in workmanship and materials, and shall not crack, split, splinter, rot or suffer structural damage.

If a defect appears within the periods from the date of original customer purchase, the Purchaser shall notify Durabuild™ in writing within thirty (30) days from the discovery of the alleged defect, and, upon confirmation by an authorised Durabuild™ representative of the defect, Durabuild’s™ sole responsibility shall be, at its option, to either replace the defective Product or refund a percentage of the portion of the purchase price paid by the Purchaser for such defective Product (not including the cost of its initial installation). This warranty shall not cover, and Durabuild™ shall not be responsible for, costs and expenses incurred with respect to the removal of defective Durabuild™ products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY. This warranty may not be transferred to a subsequent buyer of the property upon which the Durabuild™ products were originally installed. To make a claim under this limited warranty, the Purchaser shall send to Durabuild™, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address: Durabuild™ Ltd, Box 99081, Newmarket, Auckland.

Durabuild™ does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any Product failure, Product malfunction, or damages

attributable to: (1) improper installation of Durabuild™ Products and/or failure to abide by Durabuild™ installation guidelines, including but not limited to improper gapping; (2) use of Durabuild™ Products beyond normal residential use, or in an application not recommended by Durabuild™ guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Durabuild™ Products are installed; (4) any act of God (such as flooding, hurricane, lightning, etc.), environmental condition (such as air pollution, mould, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in colour of Durabuild™ Products; or (6) improper handling, storage, abuse or neglect of Durabuild™ Products by Purchaser, the transferee or third parties. Each Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Durabuild™ Products in connection with its use in any particular application.

No person or entity is authorised by Durabuild™ to make and Durabuild™ shall not be bound by any statement or representation as to the quality or performance of Durabuild™ Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Durabuild™ and Purchaser.

Limitation of remedies and exclusion of consequential and incidental damages:

Durabuild™ liabilities are limited solely and exclusively to the obligations specifically undertaken herein, and under no circumstances will Durabuild™ be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of mandatory application. Durabuild's™ liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as described above. Where local law does not allow

the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply. This warranty gives the purchaser specific legal rights.

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party is authorised to make any warranty in addition to that made in this agreement.

Disclaimer of warranties: Except for the express written warranty contained herein, Durabuild™ makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the **implied warranty of merchantability and implied warranty of fitness for a particular purpose**, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction.

Prorated Warranty Schedule

Years since purchase covered	Purchase price
1-3 yrs	100%
4-6 yrs	60%
7-20 yrs	30%

Request a Quote

Get in touch with us for your quote today!

[Request a Quote \(contact.html\)](#)

DURAFENCE

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