

Producer Statement Construction (PS3) / Memorandum of Completion and Compliance

Issued by:
(Construction Reviewer)

BJ MURTER

Building Consent number:

Company Name:

BSM TILICA LTD

To:

- ☐ Hamilton City Council ☐ Hauraki District Council ☐ Matamata-Piako District Council ☐ Otorohanga District Council
☐ Thames-Coromandel District Council ☒ Waikato District Council ☐ Waipa District Council ☐ Waitemo District Council

Waikato Building Consent Group Reg. No.:

626

Expiry Date:

22/09/2026

Other No. (specify):

Owner:

Carolyn de Malmanche

Project Address:

1750 KERIC BEARS TAUPARI

Lot:

DP:

Description of Building Work:

NEW BATHROOM, NEW

Scope of work covered by statement:

WATERPUMP BATHROOM

System / Product used (if applicable):

ANDER 1ST RAPID & SIG TAP

I (Construction Reviewer's name):

Burg-John Murter

have been engaged by (owner/developer/contractor):

Carolyn de Malmanche

In respect of (tick applicable):

- ☒ The requirements of the Building Regulations 1992, Clause(s): (Please be specific e.g. E2.3.5)
☐ Alternative Solution(s):

E3.3.6

for the building work described by the drawings and specifications prepared by the design firm titled:

numbered:

authorised amendments(s):
(if applicable)

☐ Copies attached

☐ Copies attached

- ☒ I have sighted the Building Consent and read the Advisory Notes. I can confirm that the building works have been carried out in accordance with the requirements of the New Zealand Building Code, the Building Consent, the design drawings and specifications, and in accordance with the listed amendments (if any).
☒ I confirm that all work I have undertaken has been within the scope of my skills, knowledge, and experience. I have remained within the scope of works set for me by the *Waikato Building Consent Group Producer Statement Author register (if applicable).
☒ I understand that this Statement, if accepted, may be relied upon for the purpose of establishing compliance with the Building Code and the Building Consent.
☒ I am satisfied the building work complies with the requirements of the Building Consent and the New Zealand Building Code.

Signed by
(Construction Reviewer):

BJ MURTER

Name of Constructor
(Print clearly):

Burg-John Murter

Date:

18/11/2025

Address:

4 CASPER STREET

Ph:

Mb:

02111918227

Fx:

Email:

malmanche@bsmtilica.co.nz

Qualifications
/ Experience:

NZQA QUALIFICATION FLOW & WELL TILICA

*The Waikato Building Consent Group Producer Statement Author register is held by the Waikato Building Consent Group,
Email: info@buildwaikato.co.nz For information on the Waikato Building Consent Group visit the [Build Waikato](https://www.buildwaikato.co.nz) website.

Workmanship Warranty

Warranty Reference: Taupiri

Date of Installation: 10-Nov-2025

Building Owner: Carolyn de Malmanche

Building/Project Address: 175B Kerie Road Taupiri, Taupiri

Company: BJM Tiling Limited

Address: 4 Casper Street, Fairfield, Hamilton 3214

Phone: 021 119 6827

Product Type and Use: ARDEX WPM 155 Rapid, Bathroom

Area Laid: 13.00 SquareMetres

Warranty Period: 10 years from the date of installation of the Product.

Installer: Barry John Mutter

Warranty

Subject to the conditions below, the Installer warrants that the Product stated as the Product Type (the "Product") will be free from all defects arising from workmanship that will prevent it from performing in accordance with the performance properties described in the datasheet relating to the Product for the Warranty Period.

This Warranty is subject to the following conditions.

Extent of Liability

1. The Installer's obligations under this Warranty shall be limited to, at the Installer's cost:
 - a. the timely reprovision by the Installer of any defective workmanship which means the Product does not meet the performance properties referred to in the Warranty above;
 - b. the removal, repair and/or replacement (at its option) of any materials where the defect in workmanship results in the same
 - c. the timely repair or replacement (at its option) of any damage to the immediate surface or covering material to, on or below which the Product 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 Product has been installed or applied),where written notice of the defects is given to the Installer within the periods set out in paragraph 4.
2. To the maximum extent permitted by law paragraph 1 sets out the Installer's sole and total liability under this Warranty and accordingly the Installer 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.
3. Without limiting the generality of the preceding clauses, this Warranty shall not cover and the Installer 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 the Installer; or
 - b. The act, omission, default or representation of any party other than the Installer, the Installer or any of its servants or agents; or
 - c. Exposure of the Product to a chemical or solution, fire or radiation, or contamination by radioactivity from any nuclear fuel or waste; or
 - d. Settlement, distortion, failure of the walls or foundations of the building; 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 Product has been installed or applied
 - g. Materials other than the Product, 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 Product; or

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- 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 Product is applied or installed (to the extent not installed or provided by the Installer); or
- l. The failure of material or structures to conform with all applicable laws and/or the specifications of the manufacturer or other requirements; or
- m. Negligence, misuse, improper treatment or improper site preparations; or
- n. Storage or handling of the Product by a person other than the Installer otherwise than in accordance with the manufacturer's published use and handling procedures and installation specifications.

Claim

- 4. This Warranty shall be invalid unless the Installer receives the owners 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 and recommendations in the Technical literature, Specification, General Care and Maintenance Guide and/or all applicable laws, including evidence that the Product has been subject to annual checks and maintenance as required by General Care and Maintenance.
- 5. This Warranty remains current for the Warranty Period and is transferable should ownership of the property on which the Product is applied or installed change.

Access to Material and Site

- 6. In the event that it is necessary for the Installer to repair or replace any defects in the Product arising from workmanship, the Building Owner must provide the Installer with clear and unrestricted access to the Product. Nothing in this Warranty shall require the Installer to remove and/or replace plant, equipment or any other object or substance in order to gain access to the Product.
- 7. The cost of any site visit requested under a Warranty claim which does not reveal any problem which the Installer has liability for under this Warranty shall be paid for, at the Installer'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.

No Other Warranty

- 8. To the maximum extent permitted by law and except as expressly set out in this Warranty, any other warranty or agreement agreed by the Installer in writing, all express or implied representations, warranties, guarantees, or conditions are expressly excluded (whether such obligations arise under statute, at common law or otherwise).
- 9. This Warranty is valid and enforceable on the condition that the Installer has been paid in full for the workmanship.

Applicable Law

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

Signed by:



Date: 18-Nov-2025