

10 YEAR WARRANTY

ComTex™ Facade Panel and Fixing System

In this warranty:

- “**James Hardie**” means James Hardie Australia Pty Limited; and
- “**Product**” means James Hardie™ ComTex™ facade panels.

WARRANTY

1. Subject to the conditions and limitations set out below, James Hardie warrants that for a period of 10 years from the date of purchase of the Product, the Product will be free from defects due to defective factory workmanship or materials.
2. For a period of 10 years from the date of purchase, the Product will be resistant to damage from cracking, moisture, rotting, fire and termites to the extent set out in James Hardie’s relevant published literature current at the time of installation.
3. James Hardie warrants that for a period of 12 months from the date of purchase of the Product that any associated accessories supplied by James Hardie will be free from defects due to defective factory workmanship or materials.
4. For the purposes of this warranty, a “defect” in respect of the Product means a non-compliance with AS/NZS 2908.2:2000 Cellulose-cement products - Flat sheet.
5. This warranty is not transferable and is only provided to and may only be relied upon by:
 - (i) the first purchaser of the Product from James Hardie; and
 - (ii) the last purchaser of the Product prior to installation.
6. If a breach of this warranty occurs, James Hardie will (at James Hardie’s option) either: supply replacement Product; rectify the affected Product; or pay for the cost of the replacement or rectification of the affected Product.
 - (v) the requirements for bringing a claim under the warranty are complied with.
8. Without limiting any other terms of this warranty, this warranty does not cover and James Hardie will not be liable for damage or defects which are not due to defective factory workmanship or materials, including but not limited to damage or defects caused by or arising from or in any way attributable to:
 - (i) use of the Product in applications not recommended by James Hardie;
 - (ii) the Product being subjected to abnormal treatment;
 - (iii) impact, abrasion or mechanical action;
 - (iv) surface marking, scratches or stains arising during or after the installation of the Product;
 - (v) poor workmanship or installation, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure;
 - (vi) acts of God including but not limited to earthquakes, fire, cyclones, floods or other severe weather conditions or unusual climatic conditions;
 - (vii) efflorescence, normal wear and tear, growth of mould, mildew, fungi, bacteria, or any organism on any Product surfaces or Product (whether on the exposed or unexposed surfaces);
 - (viii) contact with chemicals such as solvents, detergents and pollutants, or exposure to a harsh chemical environment or an excessively salty environment;
 - (ix) use of adhesive tapes, sealants or mastics on the Product, or recoating of the surface of the Product outside of the recommended maintenance guidelines in the relevant James Hardie literature; or
 - (x) failure of third party coating systems, including but not limited to sealers and paints.

WARRANTY CONDITIONS & EXCLUSIONS

7. This warranty only applies if:
 - (i) the Product is installed and maintained strictly in accordance with the relevant James Hardie literature current at the time of installation and in conjunction with the components or products specified or recommended in the literature. To obtain copies of such literature go to JamesHardie.com.au or Ask James Hardie™ on 13 11 03; and
 - (ii) other products applied to or used in conjunction with the Product are applied or installed and maintained strictly in accordance with the relevant manufacturer’s instructions and good trade practice; and
 - (iii) the Product is used in an application designed and constructed in strict compliance with all relevant provisions of the current Building Code of Australia and applicable regulations and standards; and
 - (iv) James Hardie is given reasonable opportunity to inspect any allegedly defective Product where they are installed and before any attempt is made to remove or repair them; and
9. The Product is subject to natural variation in finish as part of the manufacturing process. James Hardie is not liable for any variation in the look of the Product including but not limited to: any variation in colour or surface pattern; any variation between different batches of the Product; or any variation against any sample material provided. The architect/builder/installer must ensure prior to specification that variation in look between panels is acceptable and also ensure that each panel meets all aesthetic requirements

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prior to installation. Subject to the terms of this warranty, after installation of the Product, James Hardie is not liable for claims arising from aesthetic variations or defects if such variations or defects were, or would upon reasonable inspection have been, apparent prior to installation.

10. Subject to clauses 16 and 17:

- (i) All warranties, conditions, liabilities and obligations other than those specified in this warranty, and which may otherwise apply in respect of the purchase of the Product, are excluded to the fullest extent allowed by law;
- (ii) to the extent possible at law, James Hardie excludes all liability for any loss or damage (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising from the purchase of the Product whether arising in contract, tort (including negligence), statute or equity;
- (iii) if, or to the extent that, it is not permitted at law to exclude any warranties, conditions, liabilities or obligations or to limit or exclude liability arising from the breach of any such warranties, conditions, liabilities or obligations or the purchase of the Product, James Hardie's liability is limited to the maximum extent permitted at law including but not limited to, where so permitted, at James Hardie's option:
 - (a) the replacement of the Product or the supply of equivalent Product;
 - (b) the repair of the Product;
 - (c) the payment of the cost of replacing the Product or of acquiring equivalent Product; or
 - (d) the payment of the cost of having the Product repaired.

MAKING A CLAIM UNDER THE WARRANTY

11. To make a claim under this warranty, a person must provide proof of purchase of the Product and make a written claim to James Hardie at the address set out below, either within 30 days after the defect would have become reasonably apparent or, if the defect would have been reasonably apparent prior to installation, prior to installation.
12. In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product and therefore to this warranty, all expenses incurred as a result of claiming under this warranty are to be borne by the claimant.
13. In the circumstances where the Australian Consumer Law does apply in respect of the purchase of the Product and therefore to this warranty, if James Hardie accepts or it is determined by James Hardie that the claimant has a valid claim under this warranty, James Hardie will bear the claimant's reasonable costs of claiming under this warranty.

The claimant is responsible for all other costs of claiming under this warranty. All claims for such costs are to be notified to James Hardie at the address outlined below within 21 days from when the claimant first makes a claim under this warranty.

14. If meeting a claim under this warranty involves re-coating of Product, there may be slight colour differences between the original and replacement Product due to the effects of weathering and variations in materials over time and James Hardie is not liable for any such colour differences.
15. If you wish to make a claim under this warranty, please contact Ask James Hardie™ on 13 11 03, visit JamesHardie.com.au or email or write to James Hardie at: James Hardie Australia Pty Ltd, 10 Colquhoun Street Rosehill NSW 2142, PO Box 70 Parramatta NSW 2124.

IMPORTANT NOTE

16. If you acquire goods manufactured by James Hardie as a consumer according to the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
17. Any rights a consumer may have under this warranty are in addition to other rights and remedies of a consumer under a law in relation to the goods to which this warranty relates that cannot be excluded or modified. Nothing in this warranty shall exclude or modify any legal rights a purchaser and/or consumer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

DISCLAIMER

18. The recommendations in James Hardie's literature are based on good building practice but are not an exhaustive statement of all relevant information. Further, as the successful performance of the relevant system depends on numerous factors outside the control of James Hardie (e.g. quality of workmanship and design), James Hardie shall not be liable for the recommendations in that literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code of Australia, regulations and standards.

**For information and advice
call 13 11 03 | jameshardie.com.au**

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