

Hardie™ Break Thermal Strip Product Warranty



Australia | Component | Effective June 2024

This warranty is given by James Hardie Australia Pty Ltd ACN 084 635 558 (“James Hardie”, “we”, “its” and “us”).

In this warranty:

- “Consumer” has the meaning given to it in section 3 of the Australian Consumer Law;
- “Product” means Hardie™ Break Thermal Strip;
- “Technical Literature” means the Hardie™ Break Thermal Strip Installation Guide published by James Hardie at the time of installation of the product (copies of the current installation instructions are available at jameshardie.com.au or by calling Ask James Hardie™ on 13 11 03); and
- “Warranty Period” means ten (10) years.

WARRANTY

1. Subject to the conditions and limitations set out below, we warrant that for the Warranty Period from the date of purchase, the Product will be free from defects due to defective factory workmanship or materials.
2. James Hardie further warrants that for a period of 12 months from the date of purchase of the Product that any associated accessories supplied by us will be free from defects due to defective factory workmanship or materials.
3. James Hardie warrants that at the time of manufacture the Product will comply with AS/NZS 2908.2:2000 Cellulose-cement products - Flat sheet.
4. This warranty is not transferable and is only provided to and may only be relied upon by:
 - (a) the first purchaser of the Product or accessory from James Hardie; and
 - (b) the last purchaser of the Product or accessory prior to installation.
5. If a breach of this warranty occurs, we will (at our option) either: supply replacement Product or accessory; rectify the affected Product or accessory; or pay for the reasonable and substantiated cost of the replacement or rectification of the affected Product or accessory.

WARRANTY CONDITIONS

6. You may only claim under this warranty if:
 - (a) the Product was installed and maintained strictly in accordance with the Technical Literature including the components or products specified or recommended in the Technical Literature; and
 - (b) 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
 - (c) the Product is used in an application designed and constructed in strict compliance with all relevant provisions of the National Construction Code of Australia, applicable laws, regulations and standards; and
 - (d) we are given reasonable opportunity to inspect the Product **before** any attempt is made to repair or remove the Product once it has been installed; and
 - (e) the requirements for bringing a claim under the warranty as set out in clause 9 are complied with.

EXCLUSIONS

7. Subject to clauses 11 and 12:
 - (a) to the fullest extent permitted by law, we exclude all:
 - (i) other 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; and
 - (ii) 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.
 - (b) if or to the extent that it is not permitted by law to so limit our liability as set out in clause 7(a), then to the fullest extent permitted by law, we limit our liability at our option to:
 - (i) the replacement of the Product or accessory or the supply of equivalent Product or accessory;
 - (ii) the repair of the Product or accessory;
 - (iii) the payment of the cost of replacing the Product or accessory, or of acquiring equivalent Product or accessory; or
 - (iv) the payment of the cost of having the Product or accessory repaired;
 - (c) this warranty does not cover 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 attributable to:
 - (i) use of the Product in applications not recommended by us or in accordance with the Technical Literature;
 - (ii) the Product being subjected to abnormal treatment including impact, abrasion or mechanical action;
 - (iii) surface marking, scratches or stains arising during or after the installation of the Product;
 - (iv) poor workmanship or installation, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached;
 - (v) 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 Technical Literature; or
 - (x) failure of third party coating systems, including but not limited to sealers and paints; and
 - (xi) **this warranty does not cover** 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 items of Product is acceptable and ensure that each item of Product meets all aesthetic requirements **prior to installation**. Subject to the terms of this warranty, after installation of the Product, **we are 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**.

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MAKING A CLAIM UNDER WARRANTY

8. If you are the property owner, it is recommended you contact your builder in the first instance.
9. Subject to clauses 11 and 12, in order to make a claim under this warranty, you must provide the following information in writing to us using the contact details below within 30 days after the alleged defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation:
 - (a) proof of purchase;
 - (b) description of the defect and the issue;
 - (c) photographs of the defect; and
 - (d) your contact details.
10. You must bear any expenses you incur as a result of claiming under this warranty, except where you are entitled to recover such expenses under the Australian Consumer Law, in which case we will bear or otherwise reasonably compensate you for such expenses. All claims for such expenses are to be notified to us in writing within 21 days from the later of: when you make a claim under this warranty; or when we notify you that we, acting reasonably, accept responsibility for these expenses.

AUSTRALIAN CONSUMER LAW

11. If you acquire goods manufactured or supplied by us as a Consumer, 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.
12. 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. 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.

OUR CONTACT DETAILS

James Hardie Australia Pty Ltd (ACN 084 635 558)
Address: Level 17, 60 Castlereagh St. Sydney NSW 2000
Postal address: GPO Box 3935 Sydney NSW 2001
Telephone: "Ask James Hardie™" on 13 11 03
Website: www.jameshardie.com.au
Email: info@jameshardie.com.au

DISCLAIMER

The recommendations in James Hardie's Technical 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 Technical Literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the National Construction Code of Australia, laws, regulations and standards. It is the responsibility of the building designer to ensure that the details and recommendations provided in the relevant James Hardie Technical Literature are suitable for the intended project and that specific design is conducted where appropriate.

Call 13 11 03 or visit www.jameshardie.com.au to obtain written installation requirements or for more detailed technical information.