

# 10 YEAR WARRANTY

## James Hardie™ Ceramic Tile Underlay

### JANUARY 2012

James Hardie Australia Pty Limited ("James Hardie") warrants to the first purchaser of James Hardie™ Ceramic Tile Underlay (Product) from James Hardie and the last purchaser of the Product prior to installation that, subject to compliance with the Conditions of Warranty below:

- for a period of 10 years from the date of purchase, the Product will be free from defects due to defective factory workmanship or materials; and
- 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; and
- for a period of 12 months from the date of purchase that the accessories supplied by James Hardie will be free from defects due to defective factory workmanship or materials.

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.

### WARRANTY CONDITIONS & EXCLUSIONS

This warranty is strictly subject to the following conditions:

- (a) James Hardie will not be liable for breach of this warranty unless the claimant provides proof of purchase of the Product and makes 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 was reasonably apparent prior to installation, then the claim must be made prior to installation.
- (b) the Product is subject to natural variation in finish as part of the manufacturing process. The builder/installer must ensure the Product meets aesthetic requirements before installation. Subject to the terms of this warranty, after installation of the Product, James Hardie is not liable for claims arising from aesthetic surface variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation;
- (c) this warranty cannot be relied upon by any other person and is not transferable;
- (d) the Product must be installed and maintained strictly in accordance with the relevant James Hardie literature current at the time of installation and must be installed in conjunction with the components or Products specified in the literature. To obtain copies of such literature go to [www.jameshardie.com.au](http://www.jameshardie.com.au), [www.accel.com.au](http://www.accel.com.au) or contact Ask James Hardie™ on 13 11 03. Further, all other Products, including coating and jointing systems, applied to or used in conjunction with the Product must be applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions and good trade practice;
- (e) the project must be designed and constructed in strict compliance with all relevant provisions of the current Building Code of Australia, regulations and standards;
- (f) if the claimant chooses to rely upon this warranty then the claimant's sole remedy under this warranty for breach of this warranty is (at James Hardie's option) that James Hardie will either supply replacement Product, rectify the affected Product or pay for the cost of the replacement or rectification of the affected Product;
- (g) In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product, James Hardie will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, James Hardie will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, efflorescence or performance of paint/coatings applied to the Product, normal wear and tear, growth of mould, mildew, fungi, bacteria, or any organism on any Product surface or Product (whether on the exposed or unexposed surfaces);
- (h) In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product, all warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law;
- (i) 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;

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- (j) 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;
- (k) 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.

### IMPORTANT NOTE

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.

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 document shall exclude or modify any legal rights a customer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

Contact details if you wish to make a claim under this warranty:

For more information or to make a claim under this warranty please Ask James Hardie™ on 13 11 03, visit [www.jameshardie.com.au](http://www.jameshardie.com.au) or [www.accel.com.au](http://www.accel.com.au), email James Hardie via our website or write to James Hardie at:

**James Hardie Australia Pty Ltd**  
**10 Colquhoun Street Rosehill NSW 2142**  
**PO Box 70 Parramatta NSW 2124**

### DISCLAIMER

The recommendations in James Hardie's literature are based on good building practice but are not an exhaustive statement of all relevant information and are subject to conditions (d), (e), (g) and (h) above. 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](http://jameshardie.com.au)**

**Australia** January 2012