

10 YEAR WARRANTY

HardieWrap™ WEATHER BARRIER

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MARCH 2014

In this warranty “James Hardie” means James Hardie Australia Pty Limited and “Product” means **HardieWrap™ weather barrier**.

WARRANTY

1. Subject to the conditions and limitations set out below, James Hardie warrants that the Product will be free from defects due to defective factory workmanship or materials for a period of 10 years from the date of purchase of the Product.
2. 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 the last
 - (ii) purchaser of the Product prior to installation.
3. 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.

WARRANTY CONDITIONS & EXCLUSIONS

4. 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 in the literature. To obtain copies of such literature go to www.jameshardie.com.au, www.accel.com.au or contact Ask James Hardie™ on 13 11 03; and
 - (ii) 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
 - (iii) 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
 - (iv) the requirements for bringing a claim under the warranty are complied with.
5. 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; or
 - (ii) poor workmanship or installation, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product are 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, 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).
6. 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 variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation.
7. Subject to clauses 13 and 14:
 - (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.



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8. James Hardie will take reasonable steps to ensure that replacement Product is available for a reasonable period after Product is supplied. However, replacement products may not be available from James Hardie in the same shape, type or colour as the Product originally supplied. If replacement products of the same shape, type or colour are not available, James Hardie will provide replacement product from its then current range or an alternative product as are as close in nature to the original product as reasonably possible in satisfaction of its obligations under this warranty.

MAKING A CLAIM UNDER WARRANTY

9. 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.
10. 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.
11. 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.
12. If you wish to make a claim under this warranty, please contact Ask James Hardie™ on 13 11 03, visit www.jameshardie.com.au or www.accel.com.au, email James Hardie via our website(s) 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

13. 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.
14. 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.

