

# 14 Warranty

## PRODUCT WARRANTY

October 2009

**WARRANTY:** James Hardie New Zealand Limited ("James Hardie") warrants for a period of 15 years from the date of purchase that the Monotek® Sheet (the "Product"), will be free from defects due to defective factory workmanship or materials and, subject to compliance with the conditions below, will be resistant to cracking, rotting, fire and damage from termite attacks to the extent set out in James Hardie's relevant published literature current at the time of installation. James Hardie warrants for a period of 15 years from the date of purchase that the accessories supplied by James Hardie will be free from defects due to defective factory workmanship or materials.

Nothing in this document shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act or otherwise which cannot be excluded or modified at law.

### CONDITIONS OF WARRANTY: The warranty is strictly subject to the following conditions:

- (a) James Hardie will not be liable for breach of warranty unless the claimant provides proof of purchase and makes a written claim 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) This warranty is not transferable.
- (c) 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. 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.
- (d) The project must be designed and constructed in strict compliance with all relevant provisions of the current New Zealand Building Code ("NZBC"), regulations and standards.
- (e) The claimant's sole remedy for breach of 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.
- (f) 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).
- (g) All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law.
- (h) If meeting a claim under this warranty involves re-coating of Products, there may be slight colour differences between the original and replacement Products due to the effects of weathering and variations in materials over time.

**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 (c), (d), (f) and (g) above. James Hardie has tested the performance of the Monotek Sheet when installed in accordance with the Monotek Sheet technical specification, in accordance with the standards and verification methods required by the NZBC and those test results demonstrate the product complies with the performance criteria established by the NZBC. However, 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 made in its literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the NZBC, regulations and standards as it is the responsibility of the building designer to ensure that the details and recommendations provided in the relevant James Hardie installation manual are suitable for the intended project and that specific design is conducted where appropriate.

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