

Product Warranty

NEW ZEALAND | Effective August 2024

This warranty is given by James Hardie New Zealand Limited (“James Hardie”, “we”, “its” and “us”).

In this warranty:

- **“Consumer”** has the meaning given to it in the Consumer Guarantees Act; ;

- **“Product”** refers to the item listed below:

Hardie™ Ceramic Tile Underlay

- **“Technical Literature”** means the product specific installation guide published by James Hardie at the time of installation of the product (copies of the current installation instructions are available at jameshardie.co.nz or by calling Ask James Hardie™ on 0800 808 868); and

- **“Warranty Period”** means fifteen (15) 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 15 years 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 New Zealand Building Code (**“NZBC”**), 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 8 are complied with.

7. Subject to clauses 10 and 11:

- (a) to the fullest extent permitted by law, we exclude all:
 - (i) other warranties, conditions, liabilities and obligations which may otherwise apply in respect of the purchase or use of the Product and/or its Technical Literature, other than those specified in this warranty; 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, the purchase or use of the Product and/or its Technical Literature 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 reasonable and substantiated 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**.

Making a Claim Under Warranty

If you are the property owner and did not purchase the product yourself, and you believe you have any issue with James Hardie product installed at your home, in the first instance you should contact the builder who purchased and installed the product. If you purchased the product yourself, you can make a claim under this warranty as detailed below.

8. 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.
9. Subject to New Zealand Consumer Law, 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 New Zealand 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.

New Zealand Consumer Law

10. If you acquire the Product or accessories manufactured or supplied by us as a Consumer, that Product or accessories may come with guarantees that cannot be excluded under the Consumer Guarantees Act. If so, and we are a supplier, you are entitled to a replacement or refund for a failure of a substantial character or a failure that cannot be remedied, 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 or fail to meet some other guarantee and can be remedied and the failure is not of a substantial character. Where we or a related entity are the manufacturer, then you will have the rights set out in the Consumer Guarantees Act if the goods do not comply with this warranty or the consumer guarantees under the Consumer Guarantees Act.
11. Other than as lawfully excluded or limited by the other terms of this warranty, 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 Consumer Guarantees Act, Fair Trading Act or otherwise which cannot be excluded or modified at law.

Disclaimer

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 made 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 NZBC, 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.

Our Contact Details

James Hardie New Zealand Limited

Address: 1 O'Rorke Road, Penrose, Auckland, 1061

Postal address: PO Box 12070, Penrose, Auckland 1642

Telephone: "Ask James Hardie™" on 0800 808 868

Website: www.jameshardie.co.nz

Email: info@jameshardie.co.nz