

# 10 YEAR WARRANTY

## HardieDeck™ system

# 10

May 2015

Australia

In this warranty “**James Hardie**” means James Hardie Australia Pty Limited and “**Product**” means James Hardie® HardieDeck™ system, including the fibre cement decking substrate (“**substrate**”) and the aluminium base jointers, snap-in top strips and optional edge capping (“**aluminium components**”).

### Warranty

1. Subject to the conditions and limitations set out below, James Hardie warrants that for a period of 10 years from the date of purchase of the Product:

- (i) the Product will be free from defects due to defective factory workmanship or materials; and
- (ii) the Substrate 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
- (iii) the powder coating on the Aluminium Components will not check or crack.

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
- (ii) the last 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, the terms of clause 13 and in conjunction with the components or products specified or recommended in the literature. To obtain copies of such literature go to JamesHardie.com.au or HardieDeck.com.au or call the Hardiedeck™ info line on 13 83 53;
- (ii) a recommended third party coating system is applied to the Substrate in accordance with the relevant James Hardie literature current at the time of installation; and
- (iii) 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
- (iv) 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
- (v) 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
- (vi) 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;
- (ii) the Product being subjected to abnormal treatment;
- (iii) impact, abrasion or mechanical action;
- (iv) the dropping, storing or moving furniture or heavy or pointed objects on the Product;
- (v) wear and tear on Aluminium Components used as edging on steps or in other traffic areas;
- (vi) poor workmanship or installation, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure;
- (vii) acts of God including but not limited to earthquakes, fire, cyclones, floods or other severe weather conditions or unusual climatic conditions;
- (viii) 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) or exposure to a harsh chemical environment or an excessively salty environment;
- (ix) use of adhesive tapes, sealants or mastics on the Aluminium Components, or recoating of the surface of the Aluminium Components; or
- (x) failure of third party coating systems, including but not limited to paints, sealers, oils, stains and varnishes.

6. This warranty does not cover natural variations in colour, texture and appearance that may exist in the Substrate including but not limited to small blemishes, marks or stains on the surface of the Substrate. 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 14 and 15:

- (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;



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(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.

8. James Hardie will take reasonable steps to ensure that replacement Product is available for a reasonable period after Product is supplied. However, replacement Product may not be available from James Hardie in the same shape, type or colour as the Product originally supplied and even if the same colour Product(s) are available, there may be a slight colour variation between the original and any replacement Product(s) due to the effects of weathering and variations in materials over time. James Hardie is not liable for any such colour differences. If replacement Product of the same shape, type or colour is not available, James Hardie will provide replacement Product from its then current range or an alternative product as is as close in nature to the original product as reasonably possible in satisfaction of its obligations under this warranty.

### Making a claim under the 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 83 53, visit JamesHardie.com.au or HardieDeck.com.au email or write to James Hardie at: James Hardie Australia Pty Ltd, 10 Colquhoun Street Rosehill NSW 2142, PO Box 70 Parramatta NSW 2124.

### Warranty care and maintenance

13. The Product must be regularly cleaned and maintained to retain its good aesthetics and to prevent or minimise the risk of early deterioration or damage. Wash the Product with mild pH-neutral detergent and soft brush and rinse thoroughly with clean water to ensure substances such as dirt, airborne salts and pollutants are removed. Mopping up of excess water is recommended to minimise water evaporation marks. The recommended frequency of cleaning is:

- (i) at least every 12 months in rural or normal urban environments;
- (ii) at least every 3 months in areas subject to high pollution or salt exposure such as industrial areas, geothermal environments, coastal environments and swimming pool surrounds;
- (iii) at least monthly in particularly harsh environments such as beachfronts, severe marine environments or areas of high industrial pollution; or
- (iv) as recommended by the manufacturer of the third party coating system applied if its recommendation is more frequent than those set out above.

### Important note

14. 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.

15. 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.

