

15 Year Warranty

James Hardie Europe GmbH ("Hardie") warrants for usage in Europe only, that the cladding products with ColourPlus™ technology (the "Product"), when used for its intended purpose, properly installed and maintained according to the James Hardie published installation manual, will for a period of 15 years from the date of the purchase ("warranty period"):

1. not crack, chip, peel, rot or delaminate, and
2. resist damage caused by termite attacks.
(1 or 2 are hereinafter referred to as "warranty case")

If during the warranty period a product proves to be defective, Hardie shall provide a replacement Product or reimburse the purchase price. In the event of replacement of the Product under the terms and conditions of this warranty, the original warranty will apply to the replacement Product for the remainder of the warranty period.

The Hardie liability hereunder to the covered person shall be subject to the following procedure:

1. The claimant must prove that he or she is the covered person by showing Hardie the purchase receipt which includes the date of purchase;
2. The covered person must inform Hardie (in writing) within 2 months of discovery of the claimed fault. The notice must describe the location of the Product, details of the claimed defect, and other relevant information. If the covered person fails to claim within 2 months of discovery of the warranty case, he or she shall forfeit his/her rights;
3. Upon discovery of the warranty case, the covered person must use his/her best efforts to prevent further damage until the claimed defect or failure is remedied;
4. The covered person must grant Hardie access to the structure where the Product is installed, in order to assess the warranty claim.

Disclaimer:

The warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure to have the Product installed in compliance with the installation instructions provided by Hardie in the installation manual or local building codes) and/or improper installation or maintenance of accessories and/or using unfit accessories, (b) neglect, (c) abuse, (d) misuse, (e) repair or alteration (f) acts of God, including floods/ fires/ severe weather etc. (g) impact of foreign objects, (h) growth of mould, mildew, fungi or any other organism, (i) lack of proper maintenance, (j) defects in, failure of, or damage to the structure to which the Product is applied, (k) any cause other than manufacturing defects attributable to Hardie. Optical irregularities that do not affect the general product properties are not covered by the warranty.

Every colour is subject to an aging process. Hardie technical experts will be happy to provide further details upon request.

In no event will Hardie be liable for any incidental, indirect, or consequential damages as a result of defects caused by faulty manufacture or faulty material. This includes labour charges or other expenses in connection with removal or installation of original or replacement Products. No third party is authorised to make any modification, extension or addition to this warranty. Should the aforementioned occur, Hardie shall not be bound.

Important note:

Consumers have legal rights that are not limited and not extended by this limited warranty. Any statutory legal claims shall remain unaffected by this warranty.

All rights and obligations arising from this warranty shall be governed by and interpreted exclusively in accordance with German law. All disputes arising from or related to this warranty shall be submitted exclusively to the judgment of the courts of Germany.

Claims shall be addressed to: James Hardie Europe GmbH, Kundenservice, Bennigsen-Platz 1, 40474 Düsseldorf, Deutschland