

10 Year Limited Warranty

HardieBacker[®] cement board

James Hardie Europe B.V. ("Hardie") warrants for usage in Europe* and Turkey only, to the purchaser and all transferees prior to and including the first owner of the structure to which HardieBacker[®] cement board (the "Product") is applied and the first transferee thereof ("covered person"), that the Product is free from defects caused by faulty manufacture or faulty material. When the Product is used for its intended purpose, properly installed and maintained according to Hardie's published installation manual, the Product will, for a period of 10 years from the date of the purchase:

1. not crack, chip, peel, rot or delaminate, and
2. resist damage caused by termite attacks.

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.

Hardie's 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 he or she shall forfeit his/her rights;
3. Upon discovery, 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.

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.

DISCLAIMER

CONSUMERS HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LAW WHICH ARE NOT AFFECTED BY THIS LIMITED WARRANTY. IN NO EVENT WILL HARDIE BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES AS A RESULT FROM 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 do occur, Hardie shall not be bound.

All warranties, conditions, obligations and liabilities, others than those specified by Hardie, are excluded.

All rights and obligations arising from this warranty shall be governed by and interpreted exclusively in accordance with Dutch law.

All disputes arising from or related to this warranty shall be submitted exclusively to the judgment of the competent civil court in Amsterdam, The Netherlands.

Claims should be sent to:
James Hardie Europe B.V.

Customer Service

Strawinskylaan 3077

1077 ZX Amsterdam, the Netherlands



*Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia and Montenegro, Slovakia (Slovak Republic), Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom, Vatican City