

Annex A – Warranty Details

HardieWall™ System – Product Warranty

James Hardie Europe B.V. (“Hardie”) warrants for usage in the UK, to Norstone UK Ltd (“Norstone”), that HardieFloor 19mm (the “Product”) when installed in accordance with the instructions laid out by Hardie as part of the HardieWall™ system for the direct fixing of Norstone Rock Panels and Basalt Interlocking Tiles and using 254 Platinum adhesive as specified by Laticrete U.K Limited-that for a period of 10 years from the date of purchase, the Product will be free from defects due to defective factory workmanship or materials; and for a period of 10 years from the date of purchase of the Product, the Product will be resistant to damage from cracking, moisture, rotting and termites to the extent set out in James Hardie’s relevant published literature current at the time of installation.

For the purposes of this warranty, a “defect” in respect of the Product means a non-compliance with BS EN 12467:2012 Fibre-cement flat sheets - Product specification and test methods.

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 Norstone shall be subject to the following procedure:

The claimant must prove that he or she is the Norstone by showing Hardie the purchase receipt which includes the date of purchase;

The Norstone must inform Hardie (in writing) within 1 month 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 Norstone fails to claim within 1 month of discovery he or she shall forfeit his/her rights;

Upon discovery, the Norstone must use his/her best efforts to prevent further damage until the claim is assessed.

The Norstone must grant Hardie access to the structure where the Product is installed, in order to assess the warranty claim.

Claims should be sent to

James Hardie Europe B.V.
Customer Service
SOM BUILDING 3rd Floor
Gustav Mahlerlaan 42,
1082 MC Amsterdam,
The Netherlands

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.

The Product is subject to natural variation in finish as part of the manufacturing process. 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 surface variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation;

The recommendations in James Hardie's literature are based on good building practice but are not an exhaustive statement of all relevant third party information. Further, as the successful performance of the relevant third party 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 third party recommendations in the literature and the performance of the relevant third party system, including its suitability for any purpose or ability to satisfy the relevant provisions of the local building codes, regulations and standards.

**DISCLAIMER
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 DAMAGES IN CONNECTION WITH THE 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, the warranty shall become void by operation of law. 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 court in Amsterdam.