

VITRAPANEL PERFORMANCE WARRANTY

1. **VITRAGROUP** of 13 Bromley Road, Emu Plains N.S.W warrants with respect to its product **VITRAPANEL Platinum Selection** ('the product') applied to compressed fibrous cement panels by **VITRAGROUP** to form **VITRAPANEL** (a modular building and curtain wall cladding) that for a period of fifteen (15) years from the date of supply of **VITRAPANEL** the product will not under normal atmospheric conditions: -
 - a. Peel, crack, flake, blister or otherwise delaminate from the CFC substrate;
 - b. Fade or change in colour so as to give delta E CIE laboratory reading greater than 8 units from its original colour. Colour measurements shall be made on clean surfaces free of all oil, grease, dirt, chalk, oxidised film or other contaminants and using the procedure described in ASTM D-2244-85.
 - c. Chalk in excess of 7 units as measured in accordance with the ASTM D-4214-89 procedure.

2. This Warranty is subject to the following conditions: -
 - a. It is to be understood that fade of colour changes may not be uniform if surfaces are not equally exposed to sun and elements;
 - b. Warranty claims must be made in writing to **VITRAGROUP** at its address within 30 days after a defect in the product becomes apparent;
 - c. **VITRAGROUP** must be given reasonable opportunity after a warranty claim is made to inspect the product;
 - d. The Warranty will not apply if the defect in the product is caused by abnormal external influences including but not limited to mechanical abrasion, falling objects, damage during transportation and storage, explosion, fire, harmful gases or fumes, water, chemicals, foreign substances or other occurrences beyond **VITRAGROUP'S** control; and
 - e. The warranty will not apply if a defect is caused by failure to install the product in accordance with the James Hardie "Exotec® façade panel and fixing system installation manual" available from James Hardie and at <http://www.jameshardie.com.au/products/exotec.html> or an alternative methodology approved by **VITRAGROUP** prior to installation

3. **VITRAGROUP'S** liability under the terms of this Warranty shall be expressly limited at the option of **VITRAGROUP** to the supply of replacement **VITRAPANEL** or to over-spraying the cladding with the product to restore the original appearance. The Warranty with respect to over-sprayed cladding shall extend for the remainder of the Warranty period first given herein.

4. To the full extent permissible by Federal or State Law all express or implied warranties and conditions relating in any way to the product other than those contained herein are expressly excluded. Except as expressly provided under this Warranty **VITRAGROUP** shall not be liable for any loss or damage of any nature whatsoever whether such liability arises in contract or in negligence or howsoever arising.

5. The warranty will not apply if the defect is due to failure to follow cleaning or maintenance procedures recommended by **VITRAGROUP** at the time of purchase or installation of the product.