

## **IMPORTANT NOTICE – AUSTRALIAN CONSUMER LAW**

Any product warranty issued by James Hardie Australia Pty Limited (“James Hardie”) prior to the date of this notice takes effect subject to the following terms:

1. This notice applies in respect of any James Hardie™ or Scyon™ products purchased after 1 January 2011 (“Relevant Purchase”).
2. If, as part of a Relevant Purchase, 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 for 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.
3. Any limitation on James Hardie’s liability in respect of a Relevant Purchase included in a James Hardie product warranty issued before the date of this notice only applies to the extent that a greater liability is not imposed under the Australian Consumer Law in respect of the Relevant Purchase.
4. Any warranty claim made under a James Hardie product warranty must be made in writing, accompanied by a proof of purchase of the product and sent 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 was reasonably apparent prior to installation, then the claim must be made prior to installation.
5. In the circumstances where the Australian Consumer Law does not apply in respect of a Relevant Purchase and therefore to James Hardie’s product warranty in respect of that purchase, all expenses incurred as a result of claiming under the warranty are to be borne by the claimant.
6. In the circumstances where the Australian Consumer Law does apply in respect of a Relevant Purchase and therefore to the James Hardie product warranty in respect of that purchase, if James Hardie accepts or it is determined by James Hardie that the claimant has a valid claim under the warranty, James Hardie will bear the claimant’s reasonable costs of claiming under the warranty. The claimant is responsible for all other costs of claiming under the 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 the warranty.
7. Any rights a consumer (as defined under the Australian Consumer Law) may have under a James Hardie product warranty are in addition to other rights and remedies of a consumer under a law in relation to the goods to which the warranty relates. Nothing in a James Hardie product warranty shall exclude or modify any legal rights a consumer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

### **Contact details if you wish to make a claim under a James Hardie™ or Scyon™ product warranty**

For more information or to make a claim under a James Hardie™ or Scyon™ product warranty please Ask James Hardie™ on 13 11 03, visit [www.accel.com.au](http://www.accel.com.au) or [www.jameshardie.com.au](http://www.jameshardie.com.au), email James Hardie via our website or write to James Hardie at:

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