

Commercial Range Warranty

Warranty:

Ace Architectural Panels Pty Ltd warrants with respect to its Commercial Range of product's being , coating systems applied to 9mm Exo-tec panels as manufactured by James Hardie Building Boards and coating systems applied to 9mm Expresswall panels as Manufactured by CSR Cemintel, subject to the terms and conditions contained herein, that the product shall be free of defects (as that term is defined below), if properly stored, applied and used under normal operating conditions for a period of **Fifteen (15) years following receipt of consignment.**

The specific coating system shall be the **A & I Coatings Inflonito A20** system as applied in accordance with the manufacturer's specifications.

Defect:

The term "Defect" or "Defects" as used herein shall mean only the following: Blistering, peeling, cracking, flaking or delamination of product from the substrate. This warranty does not apply to defects due to damage during shipment or erection, physical or mechanical abuse, pounding, water immersion, war fire, explosion, catastrophe or other acts of nature or any event or service beyond the normal intended usage.

Conditions:

1. A regular building maintenance program is to be implemented from the date of installation to ensure all chalk, oxidised film, grease, dirt and other pollutants are removed from the painted surface at least every twelve (12) months.
2. It is accepted that fade or colour changes may not be uniform should surfaces be exposed to varying degrees of sunlight and element exposure and conditions.
3. Any warranty claims must be made in writing to Ace Architectural Panels Pty Ltd within 30 days after a defect in the product becomes apparent. Notification beyond this may void the Warranty.
4. Ace Architectural Panels Pty Ltd must be given all reasonable opportunity following any warranty claim to inspect the affected product.
5. Ace Architectural Panels Pty Ltd's liability under the terms of this warranty shall be expressly limited to the supply of replacement of Commercial Range product.

In conjunction with this product, Ace Architectural Panels Pty Ltd's liability on any claim of any kind, included but not limited to claims based upon this warranty, breach of contract, breach of implied covenant of good faith and fair dealing or negligence shall in no case exceed the sum set forth and set out in paragraph 5 of the Conditions above. In no event shall Ace Architectural Panels Pty Ltd be liable for consequential or incidental damages.