

Warranty Certificate

- NOVAPANEL CFC PANEL -

Presented to: SAMPLE ONLY

Installation Address: Sample Only

Installation Date: Sample Date

1. NOVAPRODUCTS GLOBAL of 54 Catalano Circuit, Canning Vale, W.A. Warrants with respect to its product NOVAPANEL ('the product') applied to compressed fibrous cement panels by Novaproducts Global to form a NOVAPANEL (a modular building and curtain wall cladding) that for period of Fifteen(15) years from the date of supply of NOVAPANEL the product will not under normal atmospheric conditions: -
 - Peel, crack, flake, blister or otherwise delaminate from the CFC substrate;
 - Fade of change in colour so as to give delta E CIE laboratory reading greater than 1.0 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.
 - Chalk in excess of 9 units as measured in accordance with the ASTM D-4 214-89 procedure.
2. This warranty is subject to the following conditions: -
 - It is to be understood that fade of colour changes may not be uniform if surfaces are not equally exposed to sun and elements;
 - Warranty claims must be made in writing to NOVAPRODUCTS GLOBAL at its address within 7 days after a defect in the product becomes apparent;
 - NOVAPRODUCTS GLOBAL must be given reasonable opportunity after a warranty claim is made to inspect the product;
 - 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 or impacting objects, damage during transportation and storage, explosion, fire, harmful gases or fumes, water, chemicals, foreign substances or other occurrences beyond NOVAPRODUCTS GLOBAL control; and
 - The Warranty will not apply if a defect is caused by failure to install the product in accordance to James Hardie Exotec D-3000 installation recommendations and specifications or as updated at current time of installation.
3. NOVAPRODUCTS GLOBAL liability under the terms of this Warranty shall be expressly limited at the option of NOVAPRODUCTS GLOBAL to the supply of replacement NOVAPANEL 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 NOVAPANEL 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 NOVAPRODUCTS GLOBAL at the time of purchase or installation of the product or updated instructions during warranty period.



Warranty Certificate continued

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5. The NOVAPANEL supplied by Novaproducts Global must be inspected by CUSTOMER immediately upon receipt. Defects established by such inspection may only be claimed within 7 days upon receipt .Installation of products with known or visible defects voids capacity of any claim for such matters .Installation is deemed acceptance of visible issues. Concealed defects must be claimed immediately upon discovery; the right to claim such concealed defects shall at any rate expire at the end of the warranty period stipulated in paragraph 2.
6. In case any panel should not be in conformity with the conditions of this warranty agreement, Novaproducts Global Reserves the right and options to correct the same by either replacing or compensate defective panels at their cost. The Novaproducts Global agencies or distributors should abide the contents of NOVAPRODUCTS Global sales contract or distribution agreements, as well as the CUSTOMERS who buy NOVAPANEL from Novaproducts Global agencies or distributors. No other contract overrides this warranty ,whether signed by
7. The forgoing is Novaproducts Global sole warranty with respect to the NOVAPANEL CFC product. Novaproducts Global makes no other warranties, express or implied, including warranties of merchantability and suitability for a particular purpose.
8. The CUSTOMER'S exclusive remedy against Novaproducts Global shall be set forth in the preceding paragraphs. In no event Novaproducts Global be liable to the CUSTOMER either directly or by the way of contribution or indemnity, for any other direct or indirect, special, incidental or consequential damages such as, but not limited to, properly damage, loss of profit, damages based on loss of use of the panels, or damages for cover, regardless whether the claim for such damages be based on warranty, expressing or implied contract or otherwise.



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