

Linea™
WEATHERBOARD

PrimeLine®
WEATHERBOARDS

A GREAT LOOK AND A LASTING FINISH ... GUARANTEED

Taubmans
15 year
Warranty



**Guaranteed not to
flake, peel or blister**

Taubmans ALLWEATHER and SunProof MAX paints are formulated to bond with James Hardie® Linea™ weatherboard, Linea™ weatherboard trim and PrimeLine® weatherboards to provide a long-lasting, protective coating that will not flake, peel or blister. These premium quality coatings are guaranteed by Barloworld Coatings Australia with a written 15 Year Warranty when applied according to specifications by a Professional Trade Painter or an Owner Builder. Full terms and conditions are stated overleaf. For further information call 131 686.



Barloworld
Coatings Australia

9 Birmingham Ave Villawood NSW 2163
ABN 17 075 273 595

Pictures of houses show Linea weatherboard.
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Taubmans 15 year Warranty

Barloworld Coatings (Aust) Pty Ltd ("Barloworld") warrants that Taubmans SunProof MAX and Taubmans ALLWEATHER ("the products") will not flake, peel or blister when applied to James Hardie® Linea™ weatherboard, Linea™ weatherboard trim or PrimeLine® weatherboards by a Professional Trade Painter or an Owner/Builder in accordance with the Instructions detailed on the reverse side of the paint can, on the following terms and conditions:

1. EXTENT OF WARRANTY

- (a) This Warranty is in addition to any warranties implied by statute.
- (b) Barloworld provides the 15 Year Warranty to the Owner.
- (c) Barloworld will provide replacement Products (or their equivalent) to the Owner sufficient to repair the Defective Area.
- (d) Barloworld is not responsible for applying the Products, nor for paying the cost of applying the Products.
- (e) To the extent applicable by law, Barloworld limits its liability under this Warranty to the replacement cost of the Products sufficient to repair the Defective Area.

2. DEFINITIONS AND INTERPRETATION

- (a) **"Defective Area"** means an area, or areas aggregated, exceeding 1% of the total coated surface per area coated (excluding those areas referred to in Clause 3(b)) where visual, non-destructive testing conducted by Barloworld shows that spontaneous detachment of the coatings from each other or from the substrate has occurred.
- (b) **"Owner"** means the person(s) specified on the Warranty Registration Card.
- (c) **"Professional Trade Painter"** means an individual who derives his income from the coating of substrates and works in any of the markets of New Housing, New Commercial, Commercial Repair or Residential Repair. His operation ranges in size from owner operator to a company employing up to 50 painters and paint purchases are a minimum of 10 litres per day.
- (d) **"Owner/Builder"** means an individual who is willing and able to coordinate and/or construct the building himself and has applied for and been granted a License to do so from the relevant Authority.
- (e) **"Specifications"** means the Products label, the Products data sheets and any other applicable technical specifications for the Products.
- (f) Headings in this Warranty are for reference only and are not intended to affect its interpretation.

3. COMMENCEMENT AND DURATION

The 15 Year Warranty shall commence on the date described on the Warranty Registration Card and shall end fifteen (15) years from that date (which shall not be extended). The Warranty Registration Card is made available to Owner/Builders when they call Barloworld Coatings Customer Service on 1 31 686 and is provided to the Professional Trade Painter by the contracting Master Builder. The Warranty will become valid when the details requested are correctly completed and the Reply Paid Card is mailed within 30 days of completion of the paint application.

4. CONDITIONS OF WARRANTY

- (a) Barloworld shall provide the Owner with replacement Products (or their equivalent) only if:
 - (i) the Specifications were strictly followed;
 - (ii) the Products were applied by a Professional Trade Painter or an Owner/Builder;
 - (iii) any cleaning and maintenance procedures used on the Products and/or the Linea weatherboard,

Linea weatherboard trim and PrimeLine weatherboards were appropriate (which shall be determined solely by Barloworld); and

- (iv) the Warranty Registration Card has been completed and returned to Barloworld.
- (b) Barloworld shall not be liable for:
 - (i) any damage to the surface(s) on which the Products are applied where such damage is caused by external causes outside Barloworld's control such as, but not limited to, welding or other heating, pollution, mechanical damage, hydrostatic pressure, electrical or electrolytic damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, acts of God, wars (whether declared or not), riot, civil commotion, vandalism or other malicious damage, industrial action, adverse weather conditions (such as, for example, hail storms, sand storms) and the like;
 - (ii) any damage to or deterioration of the surfaces on which the Products are applied in respect of which, because of their physical shape, characteristics or configuration, water proofing is inadequate or which present special difficulties in effecting specified preparation and coating such as but not limited to steps, handrails and all small areas equipment and attachments;
 - (iii) any indirect or consequential damage, losses and expenses such as but not limited to repairs to the Defective Area, delay, expenses of the Owner or its employees, agents, operators or sub-contractors, loss of profits and any and all claims made by third parties against the Owner;
 - (iv) any damage to the Products or the Linea weatherboard, Linea weatherboard trim and PrimeLine weatherboards arising from deterioration or movement of the substrate caused by any substance or condition;
 - (v) any deterioration of any part of the Products or the Linea weatherboard, Linea weatherboard trim and PrimeLine weatherboards caused by any work carried out on the Defective Area after the date the 15 Year Warranty commenced.

5. CLAIMS AND REPAIRS

- (a) The Owner shall notify Barloworld of any claim under the Warranty in writing by letter or fax ("Claim") as soon as possible after a problem becomes apparent and before any repairs or rectification are made and shall:
 - (i) provide details of the nature of the problem in the Defective Area (and evidence in support eg. photos);
 - (ii) provide details of the circumstances in which it was discovered (including date of detection);
 - (iii) show that the Defective Area was not caused by failure to comply with the conditions set out at Clause 4(a) above; and

(iv) show that the exclusions set out at Clause 4(b) above do not apply.

- (b) If Barloworld wishes to inspect the area upon which a Claim is being made, the Owner shall provide access for the inspection within 30 days of Barloworld's request.
- (c) Barloworld shall notify the Owner that it accepts a Claim in writing which shall be signed by a Barloworld Company Director or General Manager.
- (d) Repairs by the Owner (or any other person) to the Defective Area with replacement Products (or their equivalent) shall be carried out in accordance with the written directions of Barloworld.
- (f) Barloworld will use its best endeavours to ensure that replacement Products (or their equivalent) are provided to the Owner as soon as possible after a Claim has been accepted. However, Barloworld does not accept any liability for delay.

6. INDEMNITY

The Owner agrees that it will at all times hereafter hold harmless and indemnify Barloworld against all third party claims for loss, damage or expenses brought against it or Barloworld of whatsoever nature and howsoever arising caused by or related to the Products or any repairs carried out hereunder.

7. LIMITATION OF LIABILITY

Except to the extent that a warranty is implied by an applicable law and cannot be excluded, Barloworld gives no warranty either express or implied as to any matter whatsoever concerning the Products.

8. GENERAL

- (a) Any amendments to this Warranty (including any alterations or modifications to the Specifications) must be in writing and signed by authorised representatives of the Owner and Barloworld.
- (b) Any notice pursuant to this Warranty may be served either personally or by sending it by prepaid post or fax to the party to be served at its address set out herein or last notified by it to the party serving the notice. Notice shall be deemed to have been given:
 - (i) upon delivery where delivered by hand;
 - (ii) on the second (2nd) day after posting if sent by post;
 - (iii) upon receipt by the sender of confirmation of due transmission without error, if served by fax.

9. LAW AND ARBITRATION

- (a) This Guarantee shall be governed by the law of New South Wales, Australia, and the parties agree to submit to the jurisdiction of the Courts of that State.
- (b) Any dispute arising out of this Warranty (or out of any further agreements to which this Warranty may lead) will be submitted to Arbitration in Sydney, New South Wales, Australia. The arbitrator shall be appointed by mutual agreement between the parties or, failing agreement, by the President for the time being of the Law Society of New South Wales. The decisions of the arbitrator shall be final and binding on the parties.

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