

SAF106 ALUCOBOND WARRANTY

The Customer	
Kaneba Invoice Number(s)	
Alucobond Invoice Number(s) / Order Confirmation(s)	
Warranty Period	

This warranty is given by Kaneba Limited (hereinafter referred to as “Kaneba”) for Alucobond supplies manufactured by 3A Composite for Kaneba Limited, supplied to **The Customer**, against invoice number(s) referenced in the schedule above.

The outer surfaces of the ALUCOBOND panels were stove-lacquered in accordance with standards laid down by E.C.C.A (European Coil-Coating Association). At the time of shipment the quality of the stove-lacquered surfaces fulfilled the criteria laid down by the E.C.C.A quality label.

Subject to the conditions set forth herein, Kaneba warrants the Alucobond to be free from defects in manufacturing for the period stated in the above schedule, in particular that

Subject to fair wear and tear:

- the stove-lacquered surface coating will not flake, blister, check, crack or peel (lose adhesion) when exposed to the weather, except for minute fracturing, which may occur during fabrication of panels.
- any colour changes for reduction of gloss of the stove-lacquered surface coating will be in a uniform manner when surfaces are equally exposed to the sun and elements. The determination of colour differences and gloss reduction is to be done on clean panels from which external deposits and chalk have been removed.

This warranty is subject to:

- the Alucobond having been stored correctly
- the Alucobond not having been exposed to temperatures exceeding 70 degrees Celsius
- the Alucobond having been installed in a way as to avoid accumulation of water on the panel surfaces
- the Alucobond having been cleaned in accordance with Kaneba recommendations. (Refer Maintenance of Alucobond at www.Kaneba.co.nz)
- the Alucobond not having been damaged through mechanical agencies or exposed to emissions which differ from those in evidence at the time of shipment and which may be deemed harmful to commercial grade stove-lacquered coatings
- the guidelines laid down in the Alucobond technical data sheets concerning fabrication, handling and maintenance of the Alucobond having been observed and complied with
- any defect that may have occurred in the Alucobond not having been caused by defects in other materials
- the Alucobond having been exposed to normal weathering

This warranty does not apply to Alucobond composite panels which have been or are exposed to smoke, fire, lightning, windstorm, sandstorm, hail or other acts of god, radiation, salt-spray, harmful fumes or foreign substances in the atmosphere, i.e. air or chemical pollution, including but not limited to organic solvents, concentrated detergents, wetting agents, or to Alucobond damaged by malicious mischief, vandalism, impact, misuses, abuse or negligence in cleaning or maintaining, improper storage or handling, improper fabrication or installation or other occurrences beyond the control of Kaneba and does not extend to cover any form of damage caused by direct and indirect influences that are generally known to affect the quality of stove-lacquered surface coatings.

The ALUCOBOND supplied by Kaneba must be inspected by **The Customer** immediately upon receipt. Defects established by such inspection may only be claimed within thirty days from receipt. 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 the schedule.

In case any Alucobond should be found not to be in conformity with the conditions of this warranty agreement, Kaneba, upon being satisfied of the existence of such non-conformity, reserves the right and option to correct the same by either replacing or repairing defective Alucobond supplies at their cost. Where Alucobond may have been installed on a building all costs to remove and replace defective Alucobond, will be borne by **The Customer**.

If Kaneba is unable to correct such non-conforming Alucobond by replacement or repair, whether due to the nature of such non-conformity or the uses made by **The Customer** of the Alucobond, Kaneba will return to The Customer the purchase price, or where appropriate, the proportion of the non-conforming Alucobond which Kaneba is unable to correct, subject to the return of defective Alucobond upon a written request by Kaneba. All other costs are barred.

Kaneba makes no other warranties, express or implied, including warranties or merchantability and suitability for a particular purpose.

The foregoing is Kaneba's sole warranty with respect to the Alucobond.

The Customer's exclusive remedy against Kaneba shall be as set forth in the preceding paragraphs. In no event shall Kaneba be liable to The Customer either directly or by way of contribution of indemnity, for any other direct or indirect, special, incidental or consequential damages such as, but not limited to, property damage, loss of profits, damages based on loss of use of Alucobond, or damages for cover, regardless whether the claim for such damages are based on warranty, express or implied, contract, tort or otherwise.

This warranty will commence on the day when the Alucobond is dispatched from the 3A Composites factory.

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CONDITIONS APPLY