



Promat (Malaysia) Sdn Bhd
(Company No. 468842-A)

Unit 19-02-01, Level 2, PNB Damansara,
No.19 Lorong Dungun, Damansara Heights,
50490 Kuala Lumpur, Malaysia.
Tel: +60 (3) 2095 5111
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Website: www.eternit-ap.com

Warranty:

ETERNIT® Asia Panels , (a division of Promat Malaysia Sdn. Bhd.) hereafter called ETERNIT®, located in Unit 19-02-01, Level 2, PNB Damansara, No. 19, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia, herewith warrants the ETERPAN boards supplied by ETERNIT® to remain free of defects in material or manufacture of the product for a period of 15 years from date of purchase, subject to the following conditions:

CONDITIONS OF WARRANTY:

This warranty is strictly subject to the following conditions:

- a) A "defect" in respect of the Product means a non-compliance with AS/NZS 2908.2.2000 Cellulose-cement products – Flat sheet.
- b) All warranties and indemnities offered by ETERNIT® are only applicable to products sold within New Zealand.
- c) The warranty is subjected to the client following ETERNIT® instructions for the installation and maintenance of the panels and allowing access for inspection as required.
- d) The installer of the panels certifies that they have been installed in accordance with ETERNIT® specifications.
- e) The client must notify ETERNIT® in writing of any defect occurring during the warranty period, within 30 days after the defect have become reasonably apparent or if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation. The client must provide proof of purchase of the product.
- f) This warranty cannot be relied upon by any other person and is not transferable.
- g) The project must be designed and constructed in strict compliance with all relevant provisions of the current Building Code of New Zealand, regulations and standards.

- h) This warranty does not apply where the Product has been used in any manner not in accordance with the ETERNIT® instructions (including applications of the product above 12 meters from ground level), nor the reuse of the Product after its initial installation. This includes installation and maintenance in accordance with ETERNIT® literature current at the time of installation and must be installed in conjunction with the components or products specified in the literature. To obtain copies of such literature go to www.eternit-ap.com or contact ETERNIT® on +603-2095 5111
- i) The product has not been reused after its initial installation.
- j) ETERNIT® will not be liable for any claims, defects or damages arising from or in any way attributable to poor design or detailing, poor workmanship, movement of materials to which the Product is attached and/or, incorrect design of the structure, settlement or structural movement, high levels of pollution, vandalism, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, efflorescence, normal wear and tear, growth of mould, mildew, fungi bacteria or any organism on any Product surface or Product (whether on the exposed or unexposed surfaces)
- k) The following statement is provided where the Product is supplied to a buyer who is a “Consumer” under the New Zealand Consumer Law:
- The client is entitled:
 - i. To a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.
 - ii. 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.
- l) Our Product comes with guarantees that cannot be excluded under the New Zealand Consumer Law.
- m) In the circumstances where the New Zealand Consumer Law does not apply in respect of the purchase of the Product:
- ETERNIT® will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, ETERNIT® will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure,
 - All warranties conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law.
 - Unless standard retention as per an agreed contract apply, this warranty will only be valid if the client meets all obligations to ETERNIT® on time. The client may not retain all or part of any due payments for any reason, the warranty is the client’s security and any such action deems the warranty void.