



EXPRESSED LIMITED LIABILITY and PRODUCT WARRANTY

1. Coverage

ResCom® Building Products, ResComBP LLC, ResComBP UK Ltd (hereinafter RGBP) warrants to the First Purchaser of RGBPs "ResCom" Internal and External Sheathing and Flooring product that all goods will be packaged and delivered FOB (Free on board) or FIS (Free in store) free from major manufacturing defects, including rotting, swelling, de-lamination and or damage from termites.

RGBP does not warrant the protection of the goods in transit once the goods have left RGBPs duty of care at handover to the transportation and shipping companies for dispatch to the First Purchaser. At dispatch of the goods from RGBP the duty of care for the goods immediately passes to the First Purchaser under this warranty. The First Purchaser has the responsibility to assure that the conditions of warranty are passed onto the consumer at the point of sale of the goods prior to installation.

2. Conditions of Warranty

The products must be stored and handled at all times in accordance with the manufacturer's guidelines as laid down in the storage and handling documents.

The products must be installed accordance to RGBP 's printed installation procedures as set forth on RGBP 's website and or required and specified by the local, federal, state, or local governments building codes.

- If conflicts exist between applicable codes and RGBP 's installation instructions, the installer is responsible to contact RGBP for clarification of installation instructions or seek a qualified engineers service.
- Failure to handle, store, install and finish the Product per the manufacturer's published instructions will void the Warranty without exception.
- All products must be installed by a registered and qualified trades person under the relevant building codes board of any given region or country.

3. Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, or to that of third-party materials used in conjunction with the Cement Drywall ISO:8336 Certified flat sheet products manufactured and supplied by RGBP including but not limited to:

- Misuse, abuse, neglect or improper handling, shipping, storage, or installation of the Product.
- Improper installation or application that is not in strict adherence to RGBP 's written instructions.
- Improper installation of framing or other accessories
- Inherent imperfections to the surfaces of boards known as pitting (these imperfections do not impede the performances of RGBP products and are a naturally occurrence during manufacture)
- Settlement or structural movement and /or movement of materials to which the Product is attached

- Hairline cracking to joints, junctions, or third-party materials
- Damage from incorrect design, movement, or installation of the structure
- Exceeding the maximum designed, transverse, wind, or dead loads
- Use of third-party accessories, fixtures, or fittings.
- Impact of foreign objects, fire, earthquake, flood, lightning, cyclone, tornado, severe weather (including, but not limited to, unusual or adverse climate conditions) or other casualty or acts of God.
- RGBP products do not mould or mildew; however, materials that may be placed on RGBP products may grow or become fungal. Accordingly, Growth of mould, mildew, fungi, bacteria, or any organism on any surface of the products (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mould or mildew are expressly excluded.
- Lack of proper maintenance or any cause other than manufacturing defects attributable to ResCom Products.
- RGBP will have no responsibility hereunder for defective product that has been subjected to further processing or alteration after shipment.
- RGBP reserves the right to discontinue or modify any of its products without notice to the owner/consumer and shall not be liable as a result of such discontinuance or modification.
- If RGBP replaces any material under this warranty, it may substitute the product designated by RGBP to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

4. Warranty Exclusions

- This warranty expressly excludes the use of RGBP products within modular or portable building and constructions systems as well as structural insulated panels (SIP's) where the product is to be applied to a structure in a prefabrication or manufacturing environment then transported in a panel form or transportable building like system by road, rail, ship, or motorised transportation off site to a secondary location.
- The warranty expressly excludes DIY (do it yourself) or owner builder projects.
- Third party fixtures, fittings and finishes including applied coatings

5. Other Conditions:

- IN NO EVENT WILL RGBP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.
- THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF RGBP. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A PROPERTY OWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- IN NO EVENT SHALL RGBP BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF RGBP IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.
- SOME STATES AND TERRITORIES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

6. Lodging A Claim

The claimant must provide proof that he/she is a covered living-man-or-woman or a registered entity and notify RGBP in writing within seven (7) days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair.

- The claimant must provide proof of the date of purchase and that RGBP and that installation procedures were followed, as well as proof of property ownership. All notifications should be sent to: ResCom® Building Products P.O.Box 816 Moffat Beach Queensland Australia 4551.
- Upon discovery of a possible defect or failure, the covered living-man-or-woman or the registered entity must immediately, and at the covered living-man-or-woman or the registered entity's own expense, provide protection of all property that could be affected until the defect or failure is remedied.
- The property owner will be required to submit a sample and photographs of the defective material to RGBP for analysis. RGBP will then investigate the claim and examine the material claimed to be defective.

If requested, the property owner must provide access for examination by an agent of RGBP. If a defect covered by this warranty is confirmed, RGBP, within a reasonable amount of time after the inspection, will replace the Product to that of the original defective Product, pursuant to the terms of this warranty.

7: Remedy:

- RGBP will assess its liability under the terms of this warranty and consider whether an appropriate course of action, if need be, that may include replacement of the accepted defective product or a refund of the original FOB manufacturers price excluding duties, taxes, transport, sale margins or restocking fees at RGBP's sole and exclusive option.
- Under no circumstances and in no event shall RGBP be liable for any labour charges or other expenses whatsoever in connection with the removal or installation of either the original or replacement product.
- Any material replacement by RGBP shall constitute a full settlement and release of all claims of any covered person or entity hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently to the covered person or entity's acceptance of such material replacement.

8.DEFINITIONS

- **Products:** All sheathing and flooring products manufactured by RGBP.
- **First Purchaser:** The original invoiced buyer or entity to which the product was originally sold.
- **Refund:** Original material purchaser, excluding any and all taxes, freight and documentation charges which may have been incurred at time by the purchase.
- **Replacement:** To original purchaser excluding any taxes, freight and documentation charges or other charges which may have been incurred at time of purchase.
- **Exclusion:** Means the product are not warranted in those applications outside the duty of care as detailed under the installation, storage, and handling documentation.
- **Defects:** For the purposes of this warranty, a "defect" in respect of the Product means a non-compliance with ISO:8336 Standards related to Cellulose-Fibre-Cement-Flat-Sheet materials.
- **Third Party:** Means any individual or company that manufactures, supplies, or installs a material, item or product that is then applied to or in-situ with products manufacture and supplied by RGBP

ResCom Building Products
Website: www.rescombp.com
Email: rescombp@rescombp.com