

ALUCOBOND WARRANTY	Kaneba Limited Unit 1 of 9 – 11 Rothwell Avenue, Rosedale, North Shore City Private Box 30 3388, North Harbour, 0751 Tel 09 926 2297, Fax 09 926 1444
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Contract for installation of Alucobond at:	
Contract work completed for the Client :	
The Beneficiary of this warranty is:	
The Warrantor is:	Kaneba Limited
Alucobond installation completed on:	

The Warrantor warrants the Alucobond installation of the project for TEN YEARS form completion.

In respect of such warranty, the Warrantor hereby undertakes:

1. That if any faults in the Warranted Works, covered by the requirements of the said Contract occur during the period of Warranty, the Warrantor will, on being so advised, take immediate steps to make good, at its own cost, all such faults. The Warrantor agrees to meet the cost of making good all such faults to a standard not less than set out in the Contract between the Warrantor and the Client.
2. In the event the cost of replacement of work and/or materials is out of all proportion to the consequences of the defect, or where the defect may not be reasonably capable of rectification without substantial expense which is out of all proportion to the cost of the original works, the Warrantor may
 - a. where the defect is reasonably rectified by repair rather than replacement, propose that the warrantor's obligation under this warranty shall be only to repair or otherwise make good the defect; or
 - b. propose reasonable monetary compensation in lieu of remedying the defect;
 - c. or propose a combination of both repair and compensation.
3. The Beneficiary may consider the Warrantors reasonable proposal and the parties must endeavour in good faith to reach agreement. Failure to reach agreement shall be resolved in Arbitration.
4. That on full payment of the contractual claims of Kaneba Limited the rights and powers of the Beneficiary against the Warrantor may be assigned and transferred to another party who may thereafter enforce the obligations and liabilities imposed on the Warrantor by this Warranty.

Nothing contained herein shall render the Warrantor liable for faults caused by circumstances attributable to:

1. Wilful act or negligence or lack of proper maintenance by any party other than the Warrantor.

2. Faulty construction of any part of the building for which the Warrantor was not responsible.
3. Modifications to the building, after completion of the Alucobond installation, which may adversely affect the performance of the Alucobond installation.

SCOPE OF GUARANTEE:

Subject to fair wear and tear Alucobond installations are guaranteed to be free from defects in manufacturing and workmanship for the guaranteed period, in particular that:

Material

1. The surface coating will not flake, blister, check, crack or peel when exposed to the weather, except for minute fracturing, which may occur during fabrication of the panels.
2. Any colour changes or reduction of gloss of the surface coating will be in a uniform manner when surfaces are equally exposed to the sun and elements.
3. Panels will not lose adhesion to the extent that unevenness of the surface of said panels are visually recognizable by a normal person.
4. Sealant in panel joints will not tear and adhesion of the sealant to panels will not fail.

Workmanship

1. All materials will be properly modified and applied to avoid resulting failure within the guaranteed period.

These guaranteed guidelines are subject to:

1. Panels not having been exposed to temperatures exceeding 70°C.
2. Panels having been used for its intended use as at time of installation.
3. Panels not having been damaged through mechanical agencies or exposed to emissions which differ from those in evidence at the time of installation and which may be deemed harmful to commercial grade surface coatings.
4. Defects that may have occurred in the panels not having been caused by defects in other materials / building elements.
5. The panels having been exposed to normal weathering.
6. Panels not having been maintained in accordance with Kaneba Limited recommended instructions.

This Warranty and remedy is exclusive and there are no other warranties, written or oral, expressed or implied and including any warranty of merchant ability or fitness for a particular purpose. In no event shall the Warrantor be liable for any incidental or consequential losses or damages (including, but not limited to economic loss or loss of profits) suffered or incurred by the beneficiary as a result of or in connection with any breach of this warranty by the Warrantor except in the case of gross negligence or wilfulness of the Warrantor.

Signed for the Warrantor

Jan Gouws
DIRECTOR
Dated: