

## 10 YEAR LIMITED WARRANTY

Saint-Gobain Construction Products South Africa (Pty) Ltd, (Company Registration No. 1937/010220/07), trading through its Gyproc division ("Saint-Gobain Gyproc"), and subject to the conditions and limitations set forth herein, guarantees that its Saint-Gobain Gyproc proprietary System (the "System(s)") will perform to the parameters published in the specifications current at the date of purchase, for a period of 10 years following the date of purchase of the System ("Warranty Term"), provided that the System(s) are installed as advised, using the recommended Saint-Gobain Gyproc products.

The warranty is subject to South African law and to the exclusive jurisdiction of the South African Courts.

### PRODUCTS COVERED

This performance warranty covers the Systems listed in our current literature or Systems specified by Saint-Gobain Gyproc. The following Gyproc products are not covered by the SpecSure® systems warranty:

Gypframe®, Essential Range, Gypline® Range, and Gyprex® L (6.4mm).

### WHO IS COVERED BY THIS WARRANTY

The original purchaser of the System is covered by the warranty, for the Warranty Term, evidenced by the dated sales receipt and invoice (the "Purchaser").

The warranty may be transferred from the Purchaser in terms of a building contract entered into for the benefit of the owner of the building (the "Owner"). The Owner of the building is required to obtain from the Purchaser evidence of purchase of the System in order to claim from the warranty. The warranty may not be transferred more than once.

It is recommended that the proof of purchase together with a copy of this warranty and associated documentation are kept in a safe place.

### TERMS AND CONDITIONS

The System must be installed, using approved installation procedures, in accordance with all the requirements set out in the current literature (available to download at [www.gyproc.co.za](http://www.gyproc.co.za))

Should there be an unlikely system failure attributed to unsatisfactory performance of the System during the Warranty Term, Saint-Gobain Gyproc will replace the defective product(s) within the System.

In lieu of providing a replacement product, Saint-Gobain Gyproc reserves the right to, at its sole discretion, refund

that amount paid for the defective product(s) (excluding costs to install). Saint-Gobain Gyproc's maximum liability under this warranty shall not exceed the invoice value of the products installed into the System/s which are the subject of the claim.

Saint-Gobain Gyproc shall have no liability under this warranty for any claims for the costs of labour, stripping-out or refitting of the system/s or any other consequential or indirect loss or damage howsoever arising.

In the event of a product replacement pursuant to the above terms, the original warranty shall apply to the replaced System and will be enforceable for the balance of the original Warranty Term. No agreement to repair or replace any part of all of any System/s shall extend the period of coverage of any warranty provided.

This warranty does not form part of any contract of sale, and is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by common law. Where the Purchaser/Owner is a consumer in terms of the Consumer Protection Act, No 68 of 2008, the Purchaser/Owner has certain statutory rights regarding the return of defective System/s, claims in respect of losses caused by Saint-Gobain Gyproc's negligence or faulty System/s, and this warranty shall not affect the Purchaser's/Owner's statutory rights.

### LIMITATIONS

Saint-Gobain Gyproc shall not be liable for, and this warranty does not apply to, any failure, defect or damage resulting from or connected with misuse, abuse, neglect or improper handling or storage, improper installation or maintenance, or installation not in adherence to approved installation procedures; fire, earthquake, lightning, hurricane, tornado or other violent storm, or other acts of God; defects in, failure of or damage caused by materials used during the construction of the building, incorrect design by the Owner's agents, or by movement, distortion, cracking or settling of walls or foundation of the building; exposure to harmful chemicals; or any other cause such as normal wear and tear, not involving inherent manufacturing defects in the System's products supplied by Saint-Gobain Gyproc.

This warranty is only applicable to justified claims where the Systems have been correctly installed.

For the warranty to be applicable to any justified claim then the System must have been checked, installed and maintained as per the instructions set out in the current literature (available to download on [www.gyproc.co.za](http://www.gyproc.co.za)).

The products used in the System construction must be checked for acceptability in all respects prior to installation. Claims for defects that would be visually apparent prior to or at the point of installation will be rejected as it is the responsibility of the Purchaser/Owner and/or the installer of the System to check for any visual defects before installing the System.

#### OTHER CONDITIONS

This warranty is expressly in lieu of all other oral or written warranties, liabilities or obligations of Saint-Gobain Gyproc. In no event shall Saint-Gobain Gyproc be liable for consequential or incidental damages of any kind, including any damage to the building, its contents or any person therein, resulting from a failure of the System from performing to the parameters published in the specifications current at the date of purchase.

No representative or distributor of Saint-Gobain Gyproc, or third party, is authorized to make any change or modification to this warranty, or to make any representations or promises to the Purchaser/Owner with respect to this warranty except as stated herein.

Saint-Gobain Gyproc reserves the right to discontinue or modify any of its products forming part of the System, including the colour thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall Saint-Gobain Gyproc be liable in the event replacement material varies in color in comparison to the original product. If Saint-Gobain Gyproc replaces a product within a System under this warranty, it may substitute products designated by Saint-Gobain Gyproc to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

#### HOW TO CLAIM UNDER THIS WARRANTY

In the unlikely event of the System not performing to the parameters published in the specifications, the Purchaser/Owner should contact Saint-Gobain Gyproc on ([gyproc.claims@saint-gobain.com](mailto:gyproc.claims@saint-gobain.com)) within thirty days (30) days from the date that the defect arose or became apparent.

Prior to contacting Saint-Gobain Gyproc the Purchaser/Owner must have attempted to contact their supplier and or installer to report the issue and request their initial inspection of the System and the products contained therein. Following this, if it is believed that a manufacturing defect in the product/s or the overall System performance is the cause of the problem, the Purchaser/Owner must supply Saint-Gobain Gyproc full details of the date of purchase of the System and the products, their supplier and installer of the System and documented proof of purchase.

It is likely that the supplier/installer/Saint-Gobain Gyproc will wish to inspect the allegedly defective product/s and/or System installed, and the Purchaser/Owner will be asked to allow reasonable access thereto in order for such inspection to take place.

Saint-Gobain Gyproc shall then promptly inspect the products and/or System in question, prior to the furnishing of any replacements. Upon approval, and within a reasonable period of time, Saint-Gobain Gyproc will provide a replacement for the defective or non-performing product/s and/or System (or in lieu of providing replacement product/s or the replacement of the entire System, Saint-Gobain Gyproc shall refund the amount paid for the non performing product/s or System), in accordance with the terms set forth above.

Saint-Gobain Gyproc reserves the right to appoint its own expert to conduct the inspection and to have the System and products used independently assessed for quality and specification adherence.

In the event of it not being clear whether it is an application/installation or a product/System failure, the Purchaser/Owner will employ at a reasonable cost an independent competent person (as defined in the National Building regulations) to decide whether the matter is a material defect or application/installation defect on the System and/or products of the System, and both parties will accept the finding and the cost of the independent surveyor shall be borne by the party responsible.

#### GENERAL

This warranty document constitutes the sole record between the parties in relation to the subject matter hereof. Neither party shall be bound by any express, tactic nor implied term, representation, warranty, promise or the like not recorded herein. This guarantee document supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

No addition to, variation, novation or agreed cancellation of any provision of this warranty document shall be binding upon the parties unless reduced to writing and signed by or on the behalf of the parties.