

# Resene LINEA® paint warranty (NZ)



To (customer name): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For property at (Property): \_\_\_\_\_

Under contract with (Builder): \_\_\_\_\_

Paint supplier: *Resene Paints Ltd* Date (commencement): \_\_\_\_\_

**As part of the LINEA® system, Resene offers James Hardie customers a 15 year paint guarantee. The maintenance regime includes regular washing of the exterior, checks of the finish, and a repaint after 10 years. This sound maintenance system allows Resene to guarantee the premium Resene paint system for 15 years against peeling, flaking and blistering.**

## Paint warranty

Subject to the exclusions set out below and in consideration for the purchase by or on behalf of the Customer of Resene's recommended premium paint systems ("Paint") to be applied to LINEA® Weatherboard installed at the Property, Resene hereby warrants to the Customer that the Paint will not peel, flake or blister from the LINEA® Weatherboard for a period of 15 years from the Commencement Date.

In the event that the above warranty is not met during the time frame specified, Resene will at its cost provide replacement paint for the affected area.

This warranty is to the fullest extent permitted by law in lieu of all other express or implied warranties applicable to the Paint whether statutory or otherwise. All matters in connection with the above warranties will be determined in accordance with the laws of New Zealand.

The recommended Resene premium paint system shall be a minimum of spot priming and one full priming coat followed by two full topcoats of premium Resene exterior gloss, semi-gloss or satin waterborne paint, or spot priming followed by three topcoats of premium Resene exterior gloss, semi-gloss or satin waterborne paint.

Excerpts from the James Hardie August 2007 literature that relates to this warranty:

### 7 Finishing

Note: Protective coating of LINEA® Weatherboard and CLD Trim is required in order to meet the durability requirements of the NZBC.

#### 7.1 Preparation AND Priming

The LINEA® Weatherboard and CLD Trim must be dry before painting. Punch and fill all exposed nails a maximum of 2mm below the surface. Fill the hole with an approved exterior filler that is compatible with LINEA® board, allow to cure and sand smooth ready for priming. Prime the filled holes in accordance with paint manufacturer's specifications.

#### 7.2 Sealants

All sealants must demonstrate the ability to meet the relevant requirements of the NZBC and hold a current BRANZ Appraisal certificate. Application and use of sealants must comply with manufacturer's instructions. Sealants, if coated, must be compatible with the paint system.

### 7.3 Painting

All LINEA® Weatherboards are pre-primed on their face and bottom edge with a factory applied acrylic basecoat.

LINEA® Weatherboard must be painted within 90 days of installation.

All exposed faces, including the top edges under the sills and bottom edges of LINEA® Weatherboard, Trim and accessories must be finished with latex exterior paint system complying with any of parts 7, 8, 9, and 10 of AS 3730.

Dark coloured paints can be used on LINEA® Weatherboard and Trim.

Some environments require special coatings.

Paint selection and the preparation required is dependant on paint chosen. Refer to the paint manufacturer for information before starting painting.

Although dark coloured paints may be used, some bright and dark colours may be more susceptible to colour change under U.V. light. We recommend colours with a light reflectance value (LRV) of greater than 40%. Where a colour less than 40% LRV is chosen, Resene Cool Colour technology is recommended (where available).

### 9 Maintenance

It is the responsibility of the specifier to determine normal maintenance requirements to comply with NZBC Acceptable Solution 'B2/AS1'. The extent and nature of maintenance will depend on the geographical location and exposure of the building. As a guide, it is recommended that basic normal maintenance tasks shall include but not be limited to:

- Washing down exterior surfaces every 6-12 months\*,
- Re-applying exterior protective finishes\*,
- Maintaining the exterior envelope and connections including joints, penetrations, flashings and sealants,
- Cleaning out gutters, blocked pipes and overflows as required,
- Pruning back vegetation close to or touching the building,
- The clearances between the bottom edge of LINEA® Weatherboard and the finished/unfinished ground must always be maintained.

\*Refer to your paint manufacturer for washing down and recoating requirements related to paint performance.

Resene requires a repaint after 10 years.

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## Exclusions

Resene shall have no obligation to the Customer under the above Paint Warranty for or in relation to:

- the use of any paint that is not part of the recommended Resene premium paint system.
- the application of the Paint other than in accordance with Resene's application recommendations in effect at the Commencement Date, including without limitation recommendations in respect of surface preparation. Nor shall Resene have any obligation to the Customer if the recommendations in respect of finishing and painting contained in James Hardies' Builders' Guide in effect at the Commencement Date are not complied with;
- the application of the Resene paint to any surface other than LINEA® Weatherboard;
- any act or omission on the part of a painter causing the paint or application of the paint to be defective by any means;
- the use, in connection with the paint, of any products, the use of which is advised against in Resene's application recommendations in effect at the Commencement Date;
- the paint surface being maintained by the Customer (or subsequent owner of the Property) in an unreasonable manner including without limitation in a manner inconsistent with the LINEA® Weatherboard maintenance instructions of James Hardie as specified in its LINEA® Weatherboard Systems Technical Information and Builders' Guide in effect at the Commencement Date;
- any act or omission on the part of the Customer (or subsequent owner of the Property) causing damage to the paint;
- damage to the property or the paint caused by structural building movement, flood, fire, storm, earthquake or other circumstances attributable to an Act of God, impact damage of any nature, war or accident of any kind;
- normal wear and tear including fading;
- the colour of the paint;
- failures that arise from cohesive failure of substrate or factory applied primer;
- any indirect or consequential loss or damage whatsoever including (without limitation) for any work not directly required to remedy any defect in the paint; or
- any claim in respect of the above paint warranty where the Customer is not able to produce a receipt in respect of the purchase of the paint evidencing that the paint is in fact that of Resene.

## Transferability of warranties

The Customer may assign the warranties given by Resene in this certificate without the consent of Resene PROVIDED THAT:

- the warranties shall apply only for the remainder of the periods referred to above from the Commencement Date;
- the conditions of the warranties (including the exclusions set out above) and all of the maintenance information given to the Customer in relation to the paint are provided to the Customer's assignee; and
- the Customer's assignee may not assign these warranties to any other person.

## Dispute resolution

If any dispute arises between Resene and the Customer in respect of the above warranty, neither shall commence any Court or arbitration proceedings relating to the dispute, unless they have first complied with the following provisions:

- Resene and the Customer will mediate any dispute between them in accordance with the terms of the LEADR New Zealand Incorporated Standard Mediation Agreement. The mediation shall be conducted by a mediator and at a fee agreed by Resene and the Customer. Failing agreement on a mediator, the mediator shall be selected and their fee determined by the Chair for the time being of LEADR New Zealand Incorporated.
- Failing resolution of the dispute within 2 months of its reference to mediation, the dispute shall be referred and finally resolved by arbitration in Auckland in accordance with the Arbitration Act 1996. The arbitration shall be by one arbitrator to be agreed upon by Resene and the Customer but, if they fail within 21 days to appoint an arbitrator, then the arbitrator shall be appointed by the current President of the Arbitrators' and Mediators' Institute of NZ Inc.

The fact of and all matters concerning any dispute will be kept confidential by the parties at all times.

## Further action

For any further information, including up to date maintenance information, or to take any further action in relation to this warranty, please contact a Resene Representative. To process any claims, Resene will require a brief description of the alleged defect, evidence of a valid warranty held by the Customer and full contact details.

SIGNED on behalf of RESENE PAINTS LTD by one of its Customer Services Representatives:

Date:

SIGNED on behalf of THE PAINT APPLICATOR:

Date:

SIGNED on behalf of THE CUSTOMER:

Date:

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