

MAGNASTRUCT WARRANTY

Magnastruct herein warrants that MagnaBoard shall be free from manufacturing defects in material. This warranty is exclusive to the following named person that first owns the structure to which MagnaBoard is installed (the "Owner").

Subject to the following conditions and limitations, Magnastruct warrants as follows:

MagnaBoard will be free of manufacturing defects that make it unsuitable for its intended use for a period of 10 years commencing with the date of purchase. The intended use of MagnaBoard is defined in the technical content in the brochure.

This warranty is granted to the above named Customer and Property Owner only, and will not be assigned or transferred to a third party, including a subsequent owner of the property, under any circumstances. Magnastruct's obligation under this warranty will terminate upon the sale, transfer or material alteration by the Owner of the structure or MagnaBoard.

This warranty does not apply to, and Magnastruct will not be liable for any damages or claims that result or relate in whole or in part from the failure to properly transport, handle, store or install MagnaBoard in accordance with Magnastruct's instructions and standard building practices, and all applicable administrative and building codes and all specifications by designers and/or architects.

This warranty is subject to all wall coverings including painting, plastering, skimming, wall paper, tiling, all stuccos, adhesives, laminating, and cladding being applied and maintained in accordance with the respective manufacturer's recommendation. This Warranty will not cover damage to MagnaBoards resulting in any wall coverings as listed failing.

This warranty further will not cover nor in any way apply to damage caused as a result the improper handling, misuse or abuse of MagnaBoard at any time, the impact of falling objects, or any Acts of God including but not limited to hurricanes, tornadoes, earthquakes, flooding, fire, hail or wind damage or water damage, whether created by flood, rain or still water.

This warranty shall not apply to damage caused as a result of the improper design or installation of any portion or component of the structure, or the failure or distortion of any other portion or component of the structure, including without limitation, settling of the building or movement of framing members, or damage cause by the walls, foundation or other part of the dwelling or structure.

This warranty applies to MagnaBoard only and shall not extend to other material or products which may be used in conjunction with MagnaBoard or attached to or connected to MagnaBoard or used in any way with MagnaBoard. Magnastruct makes no warranty regarding the suitability or performance of any cladding, coating, finishes or wall coverings or other materials applied or attached to MagnaBoard.

All details and specifications of MagnaBoard as provided by Magnastruct are merely intended as a general guide for the use of MagnaBoard. The actual use of MagnaBoard should be in accordance with the specific direction and evaluation of the design professional and/or architect. The Owner's and/or Purchaser's actual use of MagnaBoard is outside of the control of Magnastruct and therefore is in the sole discretion of the Owner/Purchaser. If Magnastruct determines that MagnaBoard is defective or does not comply with the terms of this warranty, Magnastruct will reimburse the reasonable cost of replacement of the non-conforming portion of MagnaBoard, up to a maximum amount equal to the original uninstalled purchase price of the non-conforming portion of MagnaBoard. The warranty claimant must provide satisfactory documentation of the original purchase price and the purchase or installation date of MagnaBoard and of any other amounts claimed under this warranty. All claims must be made in accordance with the claims and inspection procedure set forth below.

Any and all claims must be made in writing and accompanied by the original invoice, within ten (10) days after discovery of defect, either in person or email info@magnastruct.co.za:

Magnastruct
PO Box 391
Rondebosch
7701

Neither Magnastruct nor any of its affiliates will have any liability with respect to MagnaBoard Products except as specifically provided for in this warranty.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY MAGNASTRUCT WITH RESPECT TO MAGNABOARD PRODUCTS. MAGNASTRUCT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL MAGNASTRUCT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO A STRUCTURE OR ITS CONTENTS, AND LOSS OF USE OF MAGNABOARD PRODUCTS OR OTHER PROPERTY.

Any action or suit relating to MagnaBoard must be commenced within three (3) months after the cause of action accrues or will be waived. Magnastruct must be given an opportunity to inspect the claim within 7 days after the submission of a claim and the Owner/Purchaser shall not take any action to change, alter or spoil any Product claimed to be defective or any other evidence reasonably necessary to establish the validity of a claim. Magnastruct shall not be liable for any cost of replacement which is not pre-authorized in writing by Magnastruct or which Magnastruct is not given adequate notice or opportunity to inspect.

This warranty applies to MagnaBoard sold on or after 1 May, 2015, and only to installations in South Africa.