

**Terms And conditions of Sale**  
**The Company means James Hardie Philippines, Inc.**  
**TIN: 004-665-916-000 VAT**

**TRADING TERMS**

Trading terms are net and no settlement discount will be allowed. Payment is required by no later than the due date specified in the invoice without the need for demand.

If the buyer defaults in payment, it will pay interest at the rate of 18% per annum on the amount outstanding from the payment's due date together with all cost incurred by the Company to recover payment.

In the event that the Company is constrained to institute a lawsuit for the collection of any amount due to it, 25% of the amount due shall be charged to the buyer as and for attorney's fees unless a higher amount is awarded by the court. Suits may be brought in the courts of Calamba, Laguna.

If the buyer fails to make payments in accordance with the written terms of the invoice, the Company may suspend or cancel any other orders of the buyer and the buyer's credit facilities.

The Company may at any time set-off any amounts owed by the Company or its related companies to the buyer against the amounts owed by the buyer to the Company.

**PRICES**

All prices and charges are subject to alteration without notice. Orders are accepted by the Company subject to the condition that the buyer agrees to pay the Company prices ruling for such goods on the date delivery is made or goods are collected from the Company's premises. All prices include VAT unless otherwise indicated.

**ABILITY TO SUPPLY**

Every effort will be made to fulfill orders placed with the Company, but if our ability to do so is affected (directly or indirectly and whether by circumstances already existing or otherwise) beyond the reasonable control of the Company, the Company may:

- (a) with the buyer's approval, alter the specification for the goods so as to allow the substitution of equivalent goods; or
- (b) terminate the order without any liability whatsoever.

In any event the Company will be entitled to full payment for all goods which have been delivered and for any services which have been performed. The Company will not be liable for any loss whatsoever, including consequential loss and loss of profits, arising from any delay in delivery or the termination of any order.

**RISK AND TITLE TO GOODS**

Risk of damage to, or loss or deterioration of any goods supplied, will pass to the buyer:

- (a) where goods are consigned by rail or ship or taken by the buyer's own transport from the Company's premises, on delivery to rail, ship or carrier's lorry;
- (b) where goods are delivered by the Company's carriers direct to buyers or to a country carrier's depot, on completion of such delivery.

But property in and title to such goods will not pass to the buyer until all goods and services supplied by the Company to the buyer have been paid for in full. Until then:

- (a) the buyer will hold the goods as bailee of the Company;
- (b) the buyer may sell the goods supplied in the ordinary course of its business as agent for the Company and will account to the Company for any sale proceeds; and
- (c) the Company may require the buyer to return the goods supplied on demand and may go onto the premises of the buyer and repossess the goods.

**INSURANCE**

Goods in transit are not insured by the Company unless a specific agreement to do so is made in writing. Charges for agreed insurance will be debited to the buyer's account.

**CRATING**

Goods do not normally require crating and prices do not include crating. If requested, goods will be crated and the costs incurred in crating will be charged to the buyer's account. No allowance will be made for return of crates or materials from which crates are manufactured.

**SITE DELIVERY AND WARRANTY CLAIMS / RETURNS**

Goods will not be accepted for credit without prior agreement with the Company.

Any claim for loss or damage in transit should be made direct to the railway, shipping authority or carrier concerned. Where goods are delivered by the Company's own transport, claims for credit for damaged or missing goods must be made within seven working days from the date of delivery.

Claims for loss, damaged, and/or credit of goods will be favorably considered only in cases where it is proven that the Company is at fault either through the intentional or negligent acts of its employees or agents, or in the event the Company is in breach of its warranty. In all cases, goods will not be accepted for credit without prior agreement with the Company.

Credit for goods returned to the Company's premises is subject to acceptance of the goods in resalable condition. Non-standard goods and goods in non-standard sizes will not be accepted for credit under any circumstances. All claims for credit on stocks returned after delivery must be inspected and approved by the Company's authorized personnel. Claims must quote the date and invoice number on which the goods to be credited, were purchased.

**NON STANDARD GOODS AND CHARGES**

Cancellation of orders for non-standard goods and goods of non-standard size will be accepted only if made before delivery, provided that the buyer pays all costs incurred in the manufacture up to the date of cancellation.

The Company reserves the right to request a 50% deposit from the buyer before commencing the manufacture of non-standard goods and/or goods of non-standard size.

The deposit may be forfeited in the following instances:

1. If the buyer fails to accept delivery of the goods at the date mutually agreed upon for delivery, which date shall normally be set at the time of the placing of the order; and
2. In the event of cancellation, the deposit shall answer for the costs incurred in the manufacture up to the date of cancellation, without prejudice to the Company's right to recover any deficiency.

**WARRANTY**

The Company warrants that its goods are free from defects caused by faulty manufacture or materials. If any of its goods are so defective, the Company's liability will be limited (at its option) to either supply of replacement goods or reimbursement of the purchase price.

All warranties other than those specified by the Company are hereby excluded, and all conditions, obligations and liabilities however arising are hereby excluded. Nothing in this warranty, however, shall be construed as affecting any right the buyer may have under any law or regulation which gives the buyer rights which cannot be modified or excluded by agreement.

To the fullest extent permitted by law, the Company will not be liable to the buyer for loss of profit or other economic loss; direct, indirect or consequential loss; special, general or other damages; or other expenses or costs arising out of any breach of warranty or contract or any common law duty (including negligence) by the Company, its agents or employees.

**SERVICE**

James Hardie Philippines, Inc. is here to provide good products and services. Should you have any query regarding these terms or any other matter regarding James Hardie Philippines, Inc. you may contact our Sales Representatives or Credit Collection Department at the telephone numbers stated at the top front of your invoice or you may contact Customer Service Department at 895-5427 or 1-800-1-888-5427 for call outside Metro Manila.

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