

Service Offer – Australia

This document sets out the order and delivery service offer from James Hardie Australia Pty Ltd (“Company”) which is effective from 1st March 2023 and applicable Australia wide.

Unless otherwise agreed in writing with the Company, any Order placed with the Company is, in addition to being subject to the Terms and Conditions of Sale, placed by the Customer in acknowledgement of, and agreement with, the service levels set out below.

The service levels set out below are subject to the Terms and Conditions of Sale.

Any capitalised words are defined terms which, are either defined within this document or within the current Terms and Conditions of Sale.

1. ORDER TIMEFRAMES

1.1 The Company will endeavour to have Orders delivered to, or available for collection by, the Customer within the following estimated timeframes from receipt of Order (“**Estimated Timeframes**”):

State or Territory	Estimated Timeframe
All States and Territories except NT	Within eight (8) Business Days
NT	Within fifteen (15) Business Days

Business Days has the same meaning as in the Terms and Conditions of Sale being a day other than a Saturday or a Sunday or a public holiday in the place the obligation or requirement is due to be performed (or if that doesn't apply then the place where the Company has its registered office).

1.2 While the Company aspires to have Orders delivered/available for collection within the Estimated Timeframes, the Estimated Timeframes are indicative **only** and provided on a ‘best endeavours’ basis.

2. PLACING AN ORDER

2.1 When the Customer places an Order, the Company will send the Customer an acknowledgment notification which serves to confirm receipt of the Order (“**Order Acknowledgment**”).

2.2 The Order Acknowledgment is **not** acceptance of the Order.

2.3 The Order Acknowledgment will include an estimated timeframe within which the Company aims to have the Goods delivered, or available for collection (as applicable), in line with the Estimated Timeframes, a Customer request or otherwise.

2.4 Customers may request a specific date for delivery/pick-up. If the specific delivery/pick-up date requested is outside the standard service offer period i.e. is more than 8 Business Days from Order, and if the Company anticipates being able to achieve this, then the Order Acknowledgment will reflect the requested date with an appropriate Delivery Window/Collection Window. If, however, the specific delivery/pick-up date requested is within the standard service offer period i.e. is within 8 trading days from Order, James Hardie will advise the Delivery Window/Collection Window via the Order Confirmation.

2.5 While the Company will make reasonable endeavours to accommodate a Customer requested delivery date, the Company cannot and does **not** commit to being able to accommodate any such request.

3. ORDER ACCEPTANCE

3.1 When the Company is in a position to confirm the Delivery Window/Collection Window and acceptance of the Order, the Customer will be provided with notification in writing that the Order has been accepted and the intended Delivery Window/Collection Window (“**Order Confirmation**”).

3.2 The Company may accept an Order in whole or in part, and any Order Confirmation will detail the extent to which the Order has been accepted (i.e. which Goods, and in what quantity, are available for dispatch to the Customer).

3.3 To the extent that any Goods, detailed in the Order, are **not** detailed in the Order Confirmation, the Order:

- (a) has, with respect to the Goods **not** detailed in the Order Confirmation, not yet been accepted; and
- (b) with respect to those Goods **not** detailed in the Order Confirmation, remains open and available for acceptance and fulfilment by the Company.

3.4 If the Company considers it will be unable to fulfil an Order within the Estimated Timeframes, or to a Customer requested delivery date, it may:

- (a) notify the Customer that it will be unable to fulfil the Order within the relevant timeframe, provide the Customer with a revised estimated timeframe and give the Customer the option to either:
 - (i) keep the Order in place; or
 - (ii) cancel the Order (at no cost to the Customer); or
- (b) where clear that it will be unable to fulfil the Order, reject the Order and provide the Customer with notification of the Order rejection.

4. DELIVERY AND PICK-UP/COLLECTION

Delivery

4.1 With respect to Goods that are to be delivered to the Customer, the Company will aim to deliver the Goods within the relevant delivery window set out in Table 1 (“**Delivery Window**”).

4.2 If the Customer places an Order for Goods which are to be delivered, the Customer **places the Order in acknowledgement of the relevant Delivery Window** and, acknowledges the resulting period of notice the Customer may have between the date of Order Confirmation and the first day of the Delivery Window (**which may be the day immediately after the Order Confirmation**).

4.3 Upon receipt of the Order Confirmation, the Customer **must** notify the Company **immediately** (which must be before the opening day of the Delivery Window) if it is unable to receive delivery of the Goods during the Delivery Window.

4.4 **If** the Customer is unable to take delivery of the Goods during the Delivery Window and provides the notification referred to in item 4.3, unless otherwise agreed in writing by the Company, the Order may be cancelled by the Company, at **no cost** to the Customer, and a new Order will need to be placed if the Customer still wants the Goods.

4.5 **If**, prior to the relevant Delivery Window opening, the Customer **fails to notify** the Company that is **unable** to take delivery of the Goods during the relevant Delivery Window, the Goods will be delivered compliant with the Order and subject to the Terms and Conditions of Sale.

4.6 If, in the circumstances set out in item 4.5, the Customer rejects/does not accept delivery of the Goods when delivered, the Order will be cancelled and the Company may, pursuant to clause 8.2 of the Terms and Conditions of Sale, charge the Customer related costs arising out of the failure to take delivery.

Pick-Up/Collection

4.7 With respect to Goods that are to be collected by the Customer, or the Customer's carrier, the Customer will, unless otherwise agreed in writing between the Customer and the Company, have **5 Business Days** from the date of the Order Confirmation within which to collect the Goods (“**Collection Window**”).

4.8 The Collection Window will close/expire at **4pm local time of place of pick-up/collection (3pm in WA)** on the last day of the Collection Window.

4.9 If the Customer places an Order for Goods which are to be collected, the Customer **places the Order in acknowledgement of the Collection Window** and thereby, acknowledges the resulting amount of time within which the Goods will be available for collection.

4.10 Upon receipt of the Order Confirmation, the Customer **must** notify the Company **immediately** (which must be before the opening day of the Collection Window) if it is unable to collect the Goods during the Collection Window.

4.11 **If** the Customer is unable to collect the Goods during the Collection Window and provides the notification referred to in item 4.10, unless otherwise agreed in writing by the Company, the Order may be cancelled by the Company, at **no cost** to the Customer, and a new Order will need to be placed if the Customer still wants the Goods.

4.12 **If**, prior to the Collection Window opening, the Customer **fails to notify** the Company that is **unable** to collect the Goods during the Collection Window, the Goods will be made available for collection compliant with the Order and subject to the Terms and Conditions of Sale.

4.13 If, in the circumstances set out in item 4.12, the Customer fails to collect the Goods within the Collection Window, the Order will be cancelled and the Company may, pursuant to clause 8.3 of the Terms and Conditions of Sale, charge the Customer for the related costs arising out of the failure to collect.

General

4.14 The Order Confirmation sent to the Customer will include the Delivery Window/Collection Window for the Goods detailed in the Order.

4.15 Subject to the Terms and Conditions of Sale, the Company aims to deliver, or make available for collection (as applicable) the Goods within the relevant Delivery Window/Collection Window.

4.16 The terms of this Service Offer are subject to change without notice. Check for the latest version at: www.jameshardie.com.au.

TABLE 1 – Delivery Windows (“Delivery Windows”)

Days are calculated from date of Order Confirmation

ALL STATES	BUSINESS DAYS (STATE OF DISPATCH)
METRO/COUNTRY	1-3 DAYS
PICKUP	AVAILABLE SAME DAY
EX QLD W'HOUSE TO	BUSINESS DAYS (STATE OF DISPATCH)
NSW/VIC	1-3 DAYS
SA	3-5 DAYS
NT	5-8 DAYS
EX NSW W'HOUSE TO	BUSINESS DAYS (STATE OF DISPATCH)
QLD/VIC/SA	1-3 DAYS
TAS	5-8 DAYS
EX SA W'HOUSE TO	BUSINESS DAYS (STATE OF DISPATCH)
NT	5-8 DAYS
EX WA W'HOUSE TO	BUSINESS DAYS (STATE OF DISPATCH)
WA	1-3 DAYS
PICKUP	AVAILABLE SAME DAY