

Dulux Powder and Industrial Coatings a division of DuluxGroup (Australia) Pty. Ltd, A.B.N. 67 000 049 427 (“Dulux”) being the manufacturer or distributor of the Electro products listed in Schedule A (“the Product”), warrants to the Applicator listed in Schedule A (“the Applicator”), subject to the provisions set out below, that the Products will perform in the manner and for the times set out below when properly applied to chemically cleaned and pre-treated aluminium of a type suitable for exterior use (“Metal”).

DURABILITY WARRANTY PROVISIONS

1. Subject to the provisions of any law (statute or otherwise) rendering any exclusion or limitation of liability in this Durability Warranty unlawful and of no effect and to any conditions, warranties, guarantees or rights which are mandatorily implied into the sale of goods or provision of services, the only condition, warranty, guarantee or right given by Dulux in relation to the Product is as set out in this Durability Warranty. The Applicator agrees that Dulux’s Standard Conditions of Sale (attached in Schedule B) (“Standard Conditions of Sale”) are to be read together with this Durability Warranty. Unless otherwise agreed to in writing by Dulux, the provisions of the Standard Conditions of Sale apply to the sale of the Products to the Applicator. This Durability Warranty shall prevail in the case of any inconsistency between the provisions of this Durability Warranty and the provisions of the Standard Conditions of Sale. This Durability Warranty shall be null and void to the extent that there is non-compliance with any of its terms.
2. Dulux warrants that the Product, when applied to the metal and baked strictly in accordance with this Durability Warranty, the Dulux Registered Applicator Manual and current Dulux Product Data Sheets, will not:
 - 2.1 Peel, crack or flake for a period of 20 years from the date the Product is applied to the Metal.
 - 2.2 Chalk in excess of a numerical rating of [insert#] within [insert#] years from the date the Product is applied to the Metal when measured in accordance with the procedures specified in AS1580 method 481.1.
 - 2.3 Fade or change in colour so as to give delta E (Hunter) laboratory reading greater than [insert#] units from the original colour within [insert#] years from the date the Product is applied to the Metal. Colour measurements shall be made on clean surfaces free of oil, grease, dirt, chalk oxidised film or other contaminants and using the procedure described in ASTM D-2244-85.

It is understood that chalk, fade or colour changes may not be uniform if the surfaces are not equally exposed to the sun and the elements.
3. The warranties in clause 2 are subject to the following further provisions:
 - 3.1 The Product must be applied to new pre treated Metal, coating weights of chromate conversion coating to Dulux approved specification and applied as described in the Dulux Registered Applicator Manual and any current Dulux Product Data Sheets.
 - 3.2 The pre treatment must meet ASTM D1730 Type B, method 7 (amorphous chromate). Processing must conform to AAMA2605 for coating weights of a minimum 431 mg/m². Colour of coating is a guide to effectiveness of pre treatment deposition. Non Chrome conversion coatings, if used by a Registered Applicator, must be applied and maintained in accordance with the manufacturer’s instructions.
 - 3.3 The warranties will apply only to the Building and the Product batches which Dulux has specifically and in writing designated to the Applicator as being covered by this Durability Warranty.
 - 3.4 This warranty shall apply only to Metal which is coated with the Products by an Applicator registered with Dulux.
 - 3.5 An appropriate systematic building maintenance programme must be instituted and recorded to periodically clean the surface from accumulation of concentrated deposits and pollutants.
 - 3.6 The warranties will apply only to the Product which the Applicator applies within 12 months from the date Dulux delivers the Product to the Applicator.

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- 3.7 The Applicator must complete all tests as detailed in the Dulux Registered Applicator Manual and retain test reports and 4 pieces of production coated Metal extrusions or sheets or sections or parts coated with the Product per shift. 3 samples coated with the Product must be fully representative of the beginning, middle and end of the production for the nominated building and 1 untested sample retained to be forwarded to Dulux on request and must be identified by a Dulux batch number and a date of coating. It is incumbent on the Applicator to forward only coated Metal that meets the test methods described in AS3715/BS6496/ Dulux Registered Applicator Manual.
- 3.8 The Applicator will maintain throughout the relevant warranty period, adequate records to provide identification of the batch number of all Products in the field and where each batch of Product was applied to Metal in the building. The Applicator agrees that Dulux shall be permitted to inspect such records and will immediately at the request by Dulux forward such records and retained production samples to Dulux for the purpose of further evaluation and testing. All records and retained production samples provided to Dulux from the Applicator must meet the minimum criteria described in the relevant Dulux Registered Applicator Manual.
- 3.9 In the event of a claim under this Durability Warranty, the Applicator shall provide Dulux with evidence that the Products were manufactured by Dulux and applied by the Applicator to this Metal.
4. Subject only to any overriding law (statutory or otherwise) to the contrary, Dulux shall not be liable for any representation or statement made by or on behalf of Dulux whether made prior to or after the giving of this Durability Warranty. Dulux's liability will be solely derived from the terms of this Durability Warranty.
5. In the event of a claim under this Durability Warranty:
- 5.1 Claims must be made to Dulux in writing by the Applicator within 30 days after the Applicator is informed of the defective coating.
- 5.2 Dulux must be given reasonable opportunity to inspect the coated Metal claimed to be defective.
- 5.3 The Applicator must send to Dulux a copy of all production and quality records describing the application of the Product, demonstrating that the production conditions and quality control checks as described in the Dulux Registered Applicator's Manual were followed and the dates on which the Product was applied.
- 5.4 The warranties shall not apply if the failure is caused by a failure resulting from abnormal external influences including but not limited to bi-metallic corrosion; mechanical abrasion; falling objects; damage during transportation, installation and storage; explosion; fire; riots; acts of war; terrorism; radiation; harmful chemicals or fumes; temperatures in excess of 110°C and below 0°C; water chemicals and foreign substances and excessive salt atmospheres or deposits or failure from post formed or post fabrication processes or any other circumstances beyond Dulux's reasonable control.
- 5.5 For a valid claim to be made under this Durability Warranty, the Applicator shall establish to Dulux's satisfaction that 5% or more of the total coated area to which the Product has been applied failed to meet the performance criteria referred to in clause 2, as a result of an error or defect in the formulation or manufacture of the Product.
6. If it is determined that the failure is covered by the warranties:
- a) Dulux's liability shall be limited to the actual cost of repairing, i.e. replacing or recoating (excluding any access costs), the defectively coated Metal or replacing the Product at Dulux's election, which shall constitute Dulux's sole liability and the Applicator's sole remedy (whether at law or in equity or otherwise and including for negligence). In no event shall Dulux be liable for any further direct, incidental, special, or consequential damages.
- b) The cost of repair or replacement shall be determined by Dulux using contractors, materials and practices selected by Dulux. Dulux will determine, at its reasonable discretion, the most appropriate materials and practices for remedying the failure.
- c) Where Dulux elects to repair the defectively coated Metal, the Applicator will upon request by Dulux obtain and submit to Dulux two or more competitive bids for remedying the failures in the manner required by Dulux. Dulux reserves the right to reject such bids and may obtain additional bids itself.
- d) Upon acceptance by Dulux of any such bids, Dulux may authorise the Applicator in writing to proceed with the required corrective work and the manner in which it is to be performed. Upon receipt of satisfactory proof of its expenses and a full and complete written release from the Applicator of any and all further claims against Dulux under this Durability Warranty arising from such failure, Dulux will pay the Applicator's authorised costs of labour and materials, in accordance with sub-clause b).

Durability Warranty

e) This Durability Warranty shall extend to any repaired coated Metal for the remainder of the Warranty period applicable to the Metal originally coated.

1. 7. The Applicator agrees that:

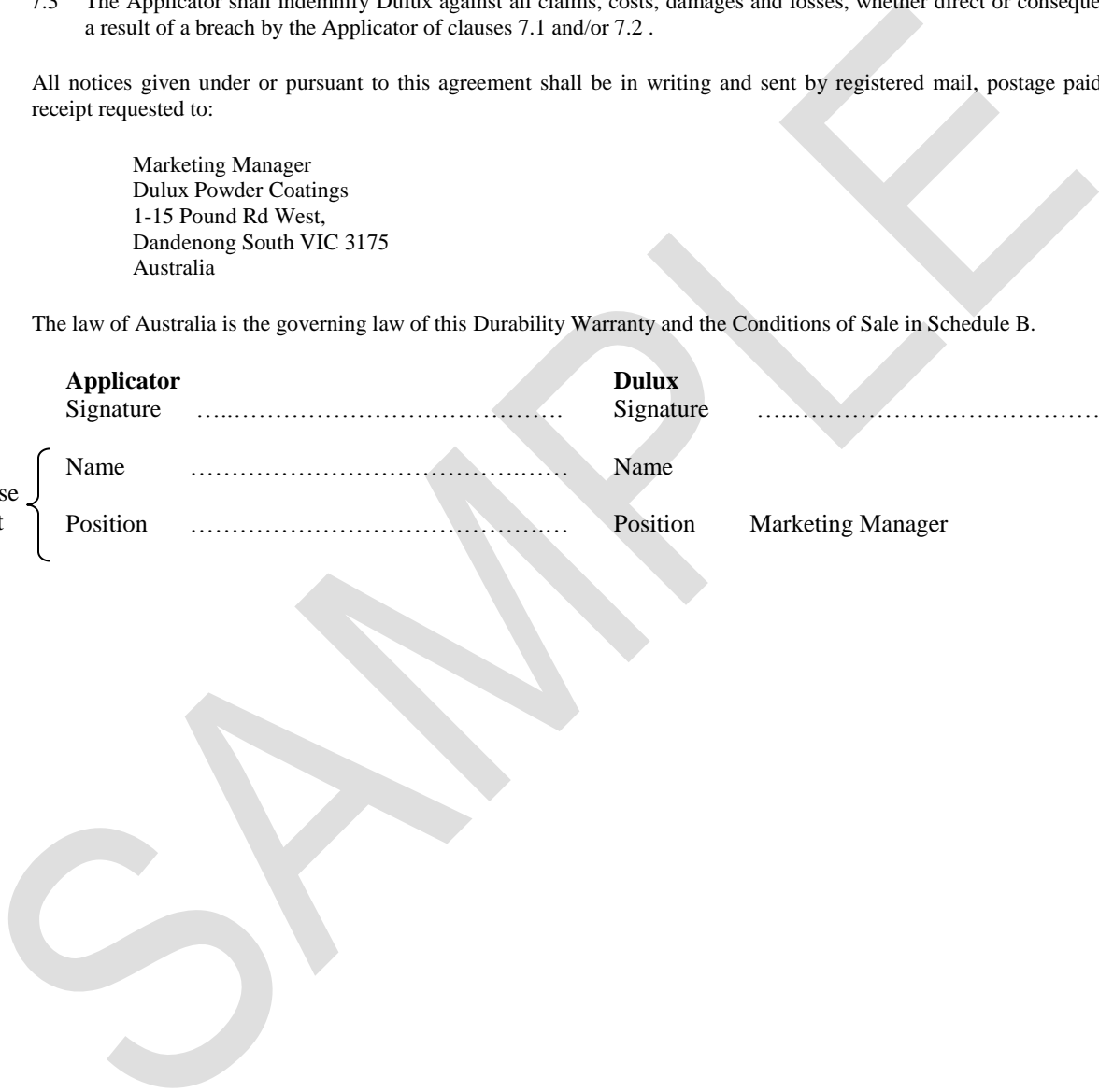
- 7.1 The Applicator has no authority to make any representations or statements in relation to the Products on Dulux’s behalf.
- 7.2 The Applicator will not give any warranty, condition or guarantee or make representation to the owner of the Building (“Building Owner”) other than to give the same warranties as are set out in this Durability Warranty
- 7.3 The Applicator shall indemnify Dulux against all claims, costs, damages and losses, whether direct or consequential, as a result of a breach by the Applicator of clauses 7.1 and/or 7.2 .

8. All notices given under or pursuant to this agreement shall be in writing and sent by registered mail, postage paid, return receipt requested to:

Marketing Manager
Dulux Powder Coatings
1-15 Pound Rd West,
Dandenong South VIC 3175
Australia

9. The law of Australia is the governing law of this Durability Warranty and the Conditions of Sale in Schedule B.

	Applicator		Dulux	
	Signature	Signature
Please Print	Name	Name
	Position	Position	Marketing Manager



Schedule A

PART A: PROJECT DETAILS			
Project Name:			
Project Address:			
Components to be coated:			
Building Purpose:	<input type="checkbox"/> Residential	<input type="checkbox"/> Office	
	<input type="checkbox"/> Commercial/Retail	<input type="checkbox"/> Factory	
	<input type="checkbox"/> Other. Please describe:		
Site Location:	<input type="checkbox"/> Urban (> 5km from salt water)	<input type="checkbox"/> Rural	
	<input type="checkbox"/> Coastal (<5km from salt water)		
Site Proximity:	To salt water:		
	<input type="checkbox"/> Less than 10m	<input type="checkbox"/> Between 10 and 100m	
	<input type="checkbox"/> More than 100m		
	To severe industrial environments:		
	<input type="checkbox"/> Less than 5km	<input type="checkbox"/> More than 5km	
Substrate:	<input type="checkbox"/> Extruded Aluminium		
	<input type="checkbox"/> Welded Aluminium Sections		
PART B: PRODUCT DETAILS			
Product:			
Product Code:			
PART C: OTHER PARTIES INVOLVED IN THIS PROJECT			
Fabricator:	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
Builder/Developer:	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
Architect/Specifier:	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
End User (if applicable):	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
PART D: POWDER COATING DETAILS:			
Amount of Powder Used in kg:			
Actual Coated Area in sqm:			
Completion Date:			
Batch Number Used:			
Your Company's Name:			
Your Name:			
Your Email Address:		Date:	