

WARRANTY SOLUTIONS



WARRANTED PROJECT DETAILS

Product Warranty:

DURATEC[®]
ZEUS[®]



Project:

Apartment Building, North Tower

Environment:

Exterior

Colour:

Zeus Lunar Eclipse

Warranty No:

PCW00000560

Accredited Powder Coater:

ABC Powder Coatings

Date of Completion of project:

28th August, 2019

Date of issue of warranty:

15th October, 2019

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NOTE

This warranty is made up of the terms set out expressly in this document (the **Warranty**).

This warranty is provided to the Dulux Accredited Powder Coater who completes the work in question, for the benefit of the owner of the asset that has been powder coated with the relevant Dulux Product ('Asset Owner'). Any Asset Owner wishing to claim the benefit of this warranty must make the claim through the Dulux Accredited Powder Coater that completed the work.

This warranty depends on the performance of certain obligations. Most of these are the responsibility of the Dulux Accredited Powder Coater. However, where the obligations are outside the control of the Dulux Accredited Powder Coater (eg. ongoing cleaning and maintenance), then those obligations are the responsibility of, and depend on the performance by, the Asset Owner.

The following applies if your purchase is a consumer transaction under the Australian Consumer Law. We are required by law to advise you that:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

INTRODUCTION

Dulux Powder and Industrial Coatings, a division of DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427 (**Dulux**), supplies high quality powder coatings products to the construction markets and is committed to supporting the use and performance of these coating materials. Our technical development in coating formulation, manufacturing excellence and expertise in the selection of products for their intended environment and service use provides our clients with confidence in our coatings' potential to deliver an appropriate level of durability and performance.

ROLES AND RESPONSIBILITIES

Warranties have a value to the recipient and also, they have a cost. Some of these costs are reflected in the price of the coating product itself, others are the obligation on the recipient to address certain performance-related matters as a condition of warranty protection. For effective performance from powder coatings, a number of issues need to be considered and addressed prior to the commencement of any work. Other issues must be considered and addressed during and after application. These include:

1. **Suitable Product** – Application must be using high quality Dulux powder coating products suitable for the environment
2. **Appropriate Specification** – A thorough evaluation of the project environment and substrate to carefully select the coating products known to be suitable for this service needs to be made in line with approved Dulux Specifications and the Dulux Accredited Powder Coater Steel Shield Manual.
3. **Design consideration** – All items to be coated should be designed and fabricated in accordance with the requirements set out in AS/NZS 2312:Section 3. The following design elements shall be avoided: narrow crevices, poor air circulation, depressions, sharp edges and corners, ledges, unsealed hollow sections, intermittent welding, undrained flat surfaces, unsealed flat surfaces in loose contact where moisture may be drawn in-between them by capillary action.
4. **Selection of Dulux Accredited Powder Coater** – The selection must be made of a Dulux Accredited Powder Coater that is experienced, capable, fully equipped and who has a demonstrable quality system, applicable to the type of work to be performed and the associated Australian Standard(s).
5. **Care and attention during fabrication** – A high level of care and attention is essential in fabrication and substrate detailing prior to surface preparation and coating application. This includes issues such as sharp edges, weld spatter, weld undercut and so on. Sometimes the performance of a coating system can be undermined by the original condition of the substrate, apart from the

surface preparation thereof.

6. **Appropriate pre-treatment** – Abrasive blast clean all steel surfaces to be painted in accordance with AS1627.4 to visual standard AS1627.9 Class 2.5 (equivalent to ISO8501-1, Sa 2.5: Very Thorough Blast-Cleaning). Use a non-metallic medium that will generate a surface profile of 35 to 65 microns (as tested to AS3894.5 Method A). Please refer to Dulux Accredited Powder Coater Steel Shield Manual
7. **Receipt and Storage** – The steel to be coated must be stored in an area which is clean and dry after blasting.
8. **Appropriate application** – To ensure the substrate is appropriately applied a Dulux Accredited Powder Coater must ensure the product technical data sheets are followed, items must be coated within 4 hours of blasting, overspray is managed, records (including product batch records) are kept and maintained, appropriate storage is available and application is maintained in line with the Dulux Accredited Powder Coater Steel Shield Manual.
9. **Appropriate curing and testing of coated product** – Dulux Accredited Powder Coaters must perform both curing and post production testing in-line with the Dulux Accredited Powder Coater Steel Shield Manual.
10. **Maintaining samples and records of all warranty applications** – in accordance with the Dulux Accredited Powder Coater Steel Shield Manual samples and records of the warranty application must be maintained.
11. **Handling, packing, transport, storage and installation** – Attention to packing and in transportation is essential for powder coaters and fabricators to ensure that all powder coated sections are received in good condition. Blasted sections must never be handled with bare hands. Clean and lint free cotton gloves must be worn at all times when handling blasted sections. When packing powder coated assets, it is recommended that:
 - Sections must be adequately cooled prior to packing? the metal temperature must not exceed 40°C on packing.
 - Appropriate protective wrapping is recommended prior to packing to avoid damage during transport.
 - If protective tapes are used, ensure that the tape will remain removable following transport, fabrication and installation and not irreversibly mark or damage the coating. Tapes should be used in accordance with the manufacturer’s instructions and only remain in contact for the minimum amount of time.
 - Packed metal should be kept away from sunlight or moisture to avoid coating defects
12. **Appropriate systematic building maintenance programme** – This must be undertaken periodically and recorded to appropriately clean the surface from accumulation of concentrated deposits and pollutants. Refer to the Dulux Powders Care and Maintenance of Powder Coated Surfaces on duluxpowders.com.au/tech-advice.

TERMS APPLYING TO THE WARRANTY

1. DEFINITIONS

In this Warranty:

“**Coating Schedules**” means a summary of the surface preparation and preparatory requirements including a sequential list of the coating materials to be used in the Coating System as detailed in the specification.

“**Coating System**” means the Dulux products used in a coating system applied to the Project in accordance with the Specifications and Coating Schedules. Details of the products applicable to this warranty are detailed in Schedule A Part C: Coatings System.

“**Warranty Period**” means the timeframe described in Schedule A Part E.

“**Performance Measures**” means the performance measures described in the Schedule A Part F

“**Specification**” means the Dulux-approved specification drawn and issued in relation to the Project and environment described in the Schedule A Part A Project Name and Address, Part B Project Details.

“**Dulux Accredited Powder Coater**” means a powder coater (also known as applicator) that is able to apply and issue our Dulux Steel Shield warranties. They can do this as they have demonstrated their capability to meet stringent quality conditions and international standards through accreditation testing and their accreditation is correct. References throughout this document to the Dulux Accredited Powder Coater are references to the Dulux Accredited Powder Coater detailed in Schedule A Part H -Powder Coater Details, who coated this project and to whom this warranty is provided.

“**Dulux Accredited Powder Coater Steel Shield Manual**” outlines the technical requirements for Steel Shield warranties.

2. PRE-WARRANTY PROCESS

In order for a claim to be made under this Warranty, the following must have occurred:

- a. prior to a Project commencing, Dulux must be notified in advance that a Dulux Coating System will be applied to the Project and a Warranty will be required. No Warranty will be issued if Dulux is notified after the commencement or completion of a Project. Notification should be done by a Dulux Accredited Powder Coater completing a Steel Shield pre-approval application via the powderportal.com.au
- b. a current Dulux-endorsed set of Coating Schedules and a comprehensive Specification document must be in existence and suitable for this Project. These details should be reflected in the Schedule of this document;
- c. the Dulux Accredited Powder Coater will make available to Dulux their quality control documents and purchase invoices to substantiate that a Dulux Coating System has been used throughout the Project and the Coating System was applied in accordance with the Coating Schedules and the Specification;
- d. the Dulux Accredited Powder Coater is responsible for the preparation of samples reflecting the specified Coating System and products. These samples and their appearance must be approved by the Asset Owner and its appointed project manager prior to the commencement of the coating works and must be preserved as a benchmark during the Project works and after its completion (see section 4.1(g)).
- e. the warranty must have been issued within 12 months after the completion of the project – The issue of warranty is completed by the Dulux Accredited Powder Coater upon completion of a project. It follows the pre-approval that must have been completed prior to the project commencing and should be completed within 12 months of the completion of the project.

3. THE WARRANTY

3.1 Warranty Coverage

Subject to the terms and conditions of this Warranty and in addition to any other non-excludable warranties and conditions imposed by Australian law, Dulux warrants that, if, during the Warranty Period, the Dulux Coating System does not perform in accordance with the Performance Measures and the Specification, and provided that it has been properly applied in accordance with the product instructions to Steel approved metals that have been pre-treated and blasted in accordance with the Coating Schedules, and provided that all other conditions specified in this Warranty have been met, then Dulux will provide the remedies set out in clause 3.2 of this Warranty.

3.2 Warranty Coverage

Where a claim is made under this Warranty, Dulux will undertake reasonable investigations and assessments. If, following this, Dulux is satisfied that the Warranty claim is valid (according to the conditions set out in this Warranty), Dulux will:

- a. Supply suitable replacement coating materials selected by Dulux for repair of affected areas of the Project; or

- b. pay the direct cost of having the Coating System repaired; or
- c. repair the Coating System; or
- d. refund the price paid for the Coating Systems.

Dulux may, at its sole option, select which of the above actions are undertaken to remedy the situation and how. Remedies will be provided to the Dulux Accredited Powder Coater for the benefit of the Asset Owner. Dulux does not accept any responsibility for the Dulux Accredited Powder Coater failing to pass on the benefit of any of these remedies to the Asset Owner.

- a. 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.
- b. Where Dulux elects to repair, the Dulux Accredited Powder Coater 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.
- c. Upon acceptance by Dulux of any such bids, Dulux may authorise the Dulux Accredited Powder Coater, 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 Powder Coater and the Asset Owner (or any other party with an interest) of any and all further claims against Dulux arising from such failure, Dulux will pay the Dulux Accredited Powder Coater's authorised costs of labour and materials, in accordance with sub-clause b).

This warranty will apply to the Dulux approved repaired coated Metal for the remainder of the Warranty Period applicable to the Metal originally coated, but will not extend that original Warranty Period.

4. LIMITATIONS OF THE WARRANTY

4.1 Liability of Dulux

Dulux will not be liable under this warranty if:

- a. The Warranty is not issued within 12 months of completion of the project
- b. The Product is not applied in accordance with its instructions or the Coating Schedules, to appropriately prepared steel as detailed in the Dulux Accredited Powder Coater Steel Shield Manual
- c. The Product is not appropriately designed in accordance with **AS/NZS 2312:Section 3**.
- d. The Project, product and/or Product Batches are outside those specified in the warranty schedule
- e. Appropriate systematic building maintenance programme is not initiated and recorded to periodically clean the surface from accumulation of concentrated deposits and pollutants. Refer to the Dulux Powders Care and Maintenance of Powder Coated Surfaces document on duluxpowders.com.au/tech-advice
- f. The Product which the Powder Coater applies is not within 2 years of manufacturing date and/or stored above 25°C.
- g. A Dulux Accredited Powder Coater must retain a minimum of 2 untested powder coated samples of all warranty work; retain samples for a minimum of 2 years beyond the period of the warranty; make samples available within 3 working days of the application of a Steel Shield™ Warranty. Currently there is not a requirement to supply test samples for every project however samples may be requested by Dulux in certain circumstances.
- h. The Dulux Accredited Powder Coater does not 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 Powder Coater 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 Powder Coater must meet the minimum criteria described in the relevant Dulux Accredited Powder Coater Steel Shield™ Manual.

- i. The Dulux Accredited Powder Coater cannot provide Dulux with evidence that the Products were manufactured by Dulux and applied by the Powder Coater to this Metal.
- j. The Dulux Accredited Powder Coater cannot establish that 5% or more of the total coated area to which the Coating System has been applied failed to meet the Performance Measures, as a result of an error or defect in the formulation or manufacture of the Coating System.
- k. **Dulux will not be liable under this Warranty for any loss or damage wholly or partly caused by one of the following:**
 - i. Movement, cracking, lifting, peeling, flaking, failure or other deterioration of the substrate;
 - ii. ingress or moisture or other contaminants, maltreatment, excessive wear/tear, staining or discoloration; faulty design and/or construction;
 - iii. the performance, workmanship or quality control procedures of the Dulux Accredited Powder Coater any other person associated with the Project;
 - iv. Where the metal has been primed or coated with a product other than that manufactured or specified by Dulux;
 - v. weld damage including burning and areas suffering from electrical discharge, stray electrical current or incompatible welding electrodes, incomplete or failed welds;
 - vi. if another coating has been applied over the Coating System without Dulux's prior approval;
 - vii. mechanical damage to the product caused by construction, handling, transport, or external sources;
 - viii. exposure to chemicals and/or localised environmental conditions excepting those expressly approved in the Specification;
 - ix. 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 120°C and below 0°C ; 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;
 - x. without limitation, any other cause outside the reasonable control of Dulux.

4.2 Limitation of liability

To the maximum extent permitted by law, Dulux will not be liable under this Warranty (whether to the Dulux Accredited Powder Coater or to the Asset Owner):

- a. for any costs associated with site establishment, access and administrative costs associated with any required rectification works;
- b. for any consequential or indirect loss of any kind, including, without limitation, loss of income, profit, business, goodwill or reputation arising out of, or in any way connected with the sale or application of the Coating System; or
- c. in respect to any loss or damage howsoever caused and whether arising directly or indirectly out of negligence or otherwise, except as expressly provided to the contrary in this Warranty;
- d. unless all Coating System materials and related items or services supplied by Dulux in connection with the Project have been paid for in full. If payments due to Dulux are more than 90 days overdue, the Warranty will be void.

5. CLAIMS UNDER THE WARRANTY

To make a claim under this Warranty, the following process must occur:

Step one: The Dulux Accredited Powder Coater must notify Dulux in writing of the claim (including all particulars) within thirty (30) days of becoming aware of the defect. Exception: Where the Asset Owner resides outside the country in which the Dulux Accredited Powder Coater applied the coating, the Asset Owner may choose to notify Dulux directly of the claim.

Step two: On receipt of the Claim,

- a. Dulux must be given reasonable opportunity to inspect the coated Metal claimed to be defective. This must include the Dulux Accredited Powder Coater sending 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 Accredited Powder Coater's Steel Shield™ Manual were followed and the dates on which the Product was applied.
- b. The Powder Coater shall provide Dulux with evidence that the Products were manufactured by Dulux and applied by the Powder Coater to this Metal.

Step three: Within 30 days of step two, Dulux must notify the Dulux Accredited Powder Coater in writing and advise whether the Claim has been accepted (in part or in full) or rejected. No verbal or other implied method of acceptance will be binding upon Dulux.

The Dulux Accredited Powder Coater and the Asset Owner are liable for all costs involved in making a warranty claim. Depending on the assessment of the claim, it may be possible to claim these costs back later.

6. DISPUTES

- a. The parties will use all reasonable efforts and good faith to resolve any dispute(s) which may arise in connection with this Warranty. Each party will as soon as reasonably practicable, give the other party notice of any dispute in connection with this Warranty.
- b. Any dispute arising under this Warranty which cannot be settled by negotiation between the parties or their respective representatives within 20 business days of the provision of a notice of dispute (or such other period as may be agreed in writing between the parties), will be submitted to mediation. Any party may initiate mediation by giving written notice to the other party. If the parties cannot agree on a mediator within 10 Business Days of such notice, then the mediator will be selected by the President for the time being of the Law Institute of Victoria.
- c. If the dispute is not resolved by mediation, then either party may take whatever action it chooses to enforce its rights.

7. APPLICATOR'S WARRANTIES

The Dulux Accredited Powder Coater must not make, and Dulux will not accept any liability in respect of, any warranties, covenants or representations in relation to the Dulux products specified which are inconsistent with or outside the terms of the Warranty.

8. INDEMNITY BY DULUX ACCREDITED POWDER COATER

The Dulux Accredited Powder Coater will indemnify Dulux for any loss, cost, damage or expense Dulux may suffer as the result of a warranty claim, to the extent that this is due to the negligence or other action or inaction, including a breach of, or failure to comply with a condition of, this Warranty, by the Dulux Accredited Powder Coater.

9. NOTIFICATIONS

All notices given under or pursuant to this agreement, including all warranty claims, shall be in writing and sent by registered mail to:

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

Email: powders.advice@dulux.com.au

Or call 13 24 99

10. GENERAL

The Dulux Accredited Powder Coater agrees that:

- a. if any provision in the Warranty is unenforceable, illegal or void, then that provision is severed and the rest of the Warranty remains in force;
- b. the Warranty replaces any and all other prior agreements, discussions, negotiations and understandings between the parties in relation to its subject matter; and
- c. the Warranty shall be governed in accordance with the laws of Victoria, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

11. APPROVAL AND CONFIRMATION

11.1 Dulux Powder & Industrial Coatings Approval

Name: Peter Powder

Title: Warranty Administrator

Date: 15th October, 2019

11.2 Applicators Confirmation

The Dulux Accredited Powder Coater hereby confirms that the Coating System was applied to the Project in strict accordance with the instructions provided by or available from Dulux including the Specification and that the Dulux Accredited Powder Coater will be responsible for any loss or damage caused or contributed to by its faulty application.

Name: Carl Coating

Title: Operations Manager

Company Name: ABC Powder Coatings

Date: 10th September, 2019

SCHEDULE A

Schedule A details project details, coatings system, warranty period, performance measures and powder coater project details

PART A: Project Name and Address						
Project Name:	Apartment Building, North Tower					
Address:	Street Address	20 Hill Street				
	Suburb/Town	Sydney	State/Region	NSW	Postcode/Zip Code	2000

PART B: Project Details	
Type, substrate and components	
Project Type	Commercial >3 Levels
Substrate	Mild Steel
Components to be coated	Fabricated beams and brackets

Environment and Conditions	
Environment	Exterior
Conditions (incl. Corrosivity Zone)	Mild - Low (C2)

Proximity	
To sea (exterior projects only)	More than 100m from high tide
To liquids other than the sea	Greater than 5m from the liquid

PART C: Coatings System	
Top Coat	
Product	Duratec
Colour	Zeus Lunar Eclipse
Product Code	90087734
Primer One Details (if applicable)	
Product	Zinchshield
Product Code	990 7036M
Batch numbers used on project	

SAMPLE



SCHEDULE A

PART D: Specification Number

Dulux Specification Number 50001

PART E: Warranty Period

From the date the coating is applied to the metal the following warranties will apply

Colour Warranty	Corrosion Warranty
 <p>The Steel Shield™ Colour warranty is your assurance that the colour integrity will be maintained.</p> <p>It is made up of two components:</p> <ul style="list-style-type: none"> • Fade¹ • Chalk² 	 <p>The Steel Shield™ Corrosion warranty is your assurance that the substrate will not corrode *. The powder coating will not corrode from the date the product is applied to the metal until the end of the warranty period.</p>
20 Years	10 Years

PART F: Performance Measures

Steel Shield Warranty	Item	Test Method	Acceptable Score
Corrosion Warranty	Cracking	AA/NZS 1580.481.1.8	Zero
	Flaking and Peeling	AA/NZS 1580.481.1.10	Zero
	Adhesion	AS 3894.9:2003 Method B Cross Cut	Level 1 classification
	Corrosion	AS/NZS2312:2002	*Less than or equal to 5%
Colour Warranty	Fade (Colour)	ASTM D2244	A delta E reading will not exceed five units from the original colour
	Chalk	AS1580.481.1.11	Whites & pastels will not exceed 2 Deep colours will not exceed 3

The Customer acknowledges and agrees that chalk, fade or colour changes may not be uniform if the surfaces are not equally exposed to the sun and the elements.

NOTES:

*The schematic showing Degree of Corrosion as percentages is contained in AS/NZS 2312:2003 as a Figure 10.1 Schematic Diagrammatic Examples for Estimating Rust Percentages. By 'Corrode' we mean that corrosion, according to this scale, will not exceed 5%.

SCHEDULE A

PART G: Other Parties involved in this project

Fabricator

Company Name:	Fabricating Co.
Main Contact:	Mike Metal
Phone:	03 9800 0000
Email:	mike@fabricatingco.com

Steel Blaster (if off site)

Company Name:	Blasting Co.
Main Contact:	Bob Blast
Phone:	02 3800 0000
Email:	bob@blastingco.com

Builder or Developer

Company Name:	Construction Co.
Main Contact:	Barry Brick
Phone:	02 8700 0000
Email:	barry@constructionco.com

Architect, Specifier, Designer

Company Name:	Specifying Co.
Main Contact:	Sally Spec
Phone:	02 8700 0000
Email:	sally@specifyingco.com

End user, asset owner or consumer if applicable

Company Name:	Retail Co.
Main Contact:	Stan Seller
Phone:	02 7800 0000
Email:	stan@retailco.com

PART H: Powder Coating Details

Confirmation of amount of product used by Powder Coater and completion dates

Colour: Zeus Lunar Eclipse

Amount of powder used in Kg:	100
Actual coated area in sq m:	800
Date of completion of project:	28th August, 2019

Date of issue of warranty:	15th October, 2019
Accredited Powder Coater:	ABC Powder Coatings
Warranty form completed by:	Carl Coating

SCHEDULE B

Schedule B refers to Dulux Group Conditions of Sale

Dulux Group Conditions of sale

Please refer to the Dulux Group conditions of sale which can be found at duluxgroup.com.au/conditions-of-sale

SAMPLE

Advice line

Our dedicated consultants can help simplify the specification process, saving you time and money by providing the right coating advice for your project.

Call 13 24 99

or visit www.duluxpowders.com.au

Offices

Australia

Dulux Powder & Industrial Coatings
1-15 Pound Road West
Dandenong South VIC 3175
T: (61) 3 8787 4500

New Zealand

Dulux Powder & Industrial Coatings
31B Hillside Road
Glenfield, Auckland, New Zealand
T: (64) 9 441 8244

Singapore

DGL International Powder & Industrial Coatings
100 Pasir Panjang Road
#02-10, Singapore 118518
T: (65) 68381010

China

DGL International Powder & Industrial Coatings
Room 406, No.8, Lane 1977, JinShaJiang Road,
Shanghai, China, PC 200333
T (86) 21 6173 8800