



DULUX ACRATEX MATERIAL WARRANTY

PROJECT			
Project Name	My Project		
Project Address	Project Rd, Suburb, State, Postcode		
Surface Area	0000(m ²)	Completion Date	00/00/0000
Specification No..	AU_00000		
Applicator	Applicator Company		
Substrate	Substrate		
SYSTEM			
refer to product and application data for full information regarding correct use and application			
	Product	Spread Rate	
		maximum specified spread rate to achieve technical performance	
Base Coat	Basecoat name	0	mm
Primer Coat	Primer name	.	m ² per Lt
Texture Coat	Texture name	.	m ² per Lt
Top Coat (s)	Topcoat name	.	m ² per Lt, per coat

Dulux's warranty in respect of the coating system is made up of the terms set out expressly in this document (the **Warranty**). The benefits of the Warranty are in addition to other rights and remedies under any applicable law.

The Warranty

Dulux warrants to the Customer that the nominated **System**, when applied to the **Project** by the **Applicator** in accordance with the instructions provided by or available from Dulux including the Specification, will retain its film integrity and not peel, crack, or suffer deterioration due to faulty formulation and/or manufacture for a period, not less than **TEN YEARS** from the date of application.

If, subject to the terms of the Warranty, the coating system does not perform as specified or is not suitable for its intended use, Dulux will:

- (a) replace the coating system or supply an equivalent system;
- (b) repair the coating system;
- (c) pay the cost of having the coating system repaired; or
- (d) refund the price paid for the coating system.

In these circumstances, Dulux will have full discretion to choose which of the above actions are undertaken to remedy the situation.

The Warranty is personal to the Customer, non-transferrable, and supersedes any and all other prior agreements and understandings between the parties in relation to its subject matter.

Limitations of the Warranty

1. Dulux will not be responsible under the warranty for application or supervision of application.
2. Dulux will not be liable under the Warranty if the application of the coating system is not in strict accordance with the instructions provided by or available from Dulux including the Specification;
3. Dulux will not be liable under the Warranty if the substrate or previous coating on which the coating system is applied:
 - (a) Is not of a standard and fitness meeting all statutory requirements and building code standards; or
 - (b) Has not been prepared strictly in accordance with the instructions provided by or available from Dulux including the Specification;
4. Dulux will not be liable under the Warranty for any loss or damage wholly or partly caused by one or more of:
 - (a) hydrostatic pressure, settling, movement, cracking, joint cracking, lifting, peeling, flaking, failure or other deterioration of the substrate or previous coating; or
 - (b) corrosion, ingress of moisture or other contaminants, maltreatment, excessive wear/tear, staining or discolouration or natural colour fading of darker colours;
 - (c) faulty design and / or construction of the building;
 - (d) defective products manufactured by a third party and supplied or specified by Dulux provided that Dulux has notified Customer that the product is a third party product; or
 - (e) without limitation any other cause outside the reasonable control of Dulux;
5. Dulux will not be liable under the Warranty if another coating has been applied over the coating system;
6. Dulux will not be liable under the Warranty unless the Customer makes a claim pursuant to the procedure set out in this Warranty.
7. Dulux will not be liable under the Warranty for any consequential or indirect loss of any kind or 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; and
8. Except as expressly provided to the contrary in the Warranty, Dulux will be under no liability in respect to any loss or damage howsoever caused and whether arising directly or indirectly out of negligence or otherwise.

Making a claim under the Warranty

The Customer must give Dulux written notice of any claim pursuant to the Warranty within fourteen (14) days of any defect coming to the Customer's notice and within ninety (90) days of the defect becoming apparent.

The Customer must contact Dulux by post to: Dulux AcraTex, 1 Jeanes Street, Beverley, SA, 5009; or email registrations@acratex.com.au. The Customer must show proof of purchase and bear all expenses incurred in making a claim.

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.

Dated	00/00/0000	WARRANTY NUMBER	G	0000
Signed on behalf DULUX				
Name	Rino Ditroia			
Position	National Training & Capability Manager			