

10 YEAR INDUSTRIAL CLADDING COATING WARRANTY

Beneficiary Name:	
Installation Address:	
Installation Completion Date:	
Installer Name & Address:	
Products Installed:	
Warranty Reference Number:	

PRODUCT WARRANTY SUMMARY

Subject to the terms of this Warranty, Liquasil Ltd warrants that the decorative and protective coating products supplied and identified within this document, when correctly stored, handled and applied in accordance with Liquasil Ltd written specifications and product data sheets, will remain substantially free from flaking, peeling or loss of adhesion resulting solely from material defect during the Warranty Period.

This Warranty applies solely to the coating products supplied by Liquasil Ltd and does not include or extend to:

- workmanship or application methods;
- substrate preparation;
- suitability or condition of the existing cladding system;
- structural performance or weatherproofing of the building envelope;
- corrosion arising from the underlying substrate, cut edges, joints, fasteners or previously coated surfaces;
- failure of any existing coating system; or
- consequential losses arising from installation or application defects.

Responsibility for correct preparation, application and installation remains entirely with the installing contractor.

This Warranty should be read together with the terms and conditions contained within this document.

For & on behalf of Liquasil Ltd

Authorised Signature

Name

Date

In this Warranty:

“Company” means Liquasil Ltd

“Goods” means the coating products supplied by the Company and identified within this Warranty.

“Site” means the installation address stated within this document.

“Specification” means Liquasil Ltd written specifications and product data sheets relating to the Goods.

“Warranty Period” means the duration stated within this Warranty.

1.1 Subject to the terms of this Warranty, the Goods, when correctly stored, handled and applied in accordance with the Specification, will remain substantially free from flaking, peeling or loss of adhesion resulting solely from material defect during the Warranty Period.

1.2 This Warranty is strictly limited to the coating products supplied by the Company and excludes workmanship, application methods, substrate preparation, structural performance, weatherproofing and consequential loss.

2. Claims

2.1 Any claim under this Warranty must be submitted in writing during the Warranty Period within 30 days of the alleged defect becoming apparent.

2.2 The Company must be given reasonable access to inspect the affected areas and investigate the alleged defect.

2.3 The Company may request samples of the Goods or supporting documentation relevant to the claim.

3. General Exclusions

The Warranty shall not apply where:

- the Customer or Contractor continues to use the Goods after an alleged defect becomes apparent;
- the Goods have not been applied in accordance with Liquasil Ltd written instructions or product data sheets;
- the Goods have been altered or mixed with other products without written approval;
- the coated surfaces have not been properly maintained;
- defects arise from inadequate preparation, incorrect application, contamination, excessive or insufficient film thickness or poor workmanship; or
- defects arise from misuse, negligence or acts or omissions of the Customer, Contractor or any third party.

4. Specific Exclusions

This Warranty does not apply to defects caused by:

- fire, flood, vandalism, impact damage or extreme weather;
- dirt, debris or inadequate cleaning/maintenance;
- chemical attack or atmospheric contamination;
- temperatures exceeding 60°C from non-solar sources;
- corrosion at cut edges, joints, fixings, penetrations or previously coated surfaces;
- contact with corrosive materials or treated timber; or
- failure of existing coatings or touch-up systems.

5. This Warranty does not apply to isolated defects on any single

wall or elevation unless the affected area exceeds 5% or 100 square metres (whichever is smaller) of the coated surface area of that elevation.

Remedies

At its sole discretion, the Company may:

- replace the defective Goods; or
- refund the original invoice value of the affected Goods on a pro-rata basis.

Any replacement Goods supplied under this Warranty shall be covered only for the remaining unexpired portion of the Warranty Period.

Limitation of Liability

The Company's maximum liability under this Warranty shall not exceed the following percentages of the original invoice value of the Goods supplied:

Up to 5 years	100%
Years 5 to 6	90%
Years 6 to 7	80%
Years 7 to 8	70%
Years 8 to 9	60%
Years 9 to 10	50%

Exclusions of Liability

Except as expressly stated within this Warranty, the Company accepts no liability for workmanship, substrate preparation, building defects, structural movement, weatherproofing performance or consequential loss.

The Company shall not be liable for any indirect, consequential or economic loss arising from the supply, application or performance of the Goods.

Nothing within this Warranty excludes or limits liability which cannot legally be excluded.

Validity of Warranty

This Warranty applies only to the Goods identified within this document and installed at the Site stated herein.

This Warranty shall be valid only where:

- the Goods have been applied in accordance with Liquasil Ltd written specifications and product data sheets;
- the coated surfaces have been properly maintained; and
- all warranty registration documentation has been fully completed and accepted by the Company.

Non-Transferability

This Warranty is non-transferable unless otherwise agreed by the Company in writing.