

10 YEAR MANUFACTURES WARRANTY

The benefits confirmed by this NuTex Coatings Manufactures Warranty (Trade Warranty) are in addition to other rights and remedies which may be available to you at law including the Australian Consumer Law and this Trade Warranty does not affect modify or exclude any such rights and remedies

TRADE WARRANTY

The Nutex Coatings Pty Ltd (NuTex) warrants that the NuTex products are free from any defects for a period of ten (10) years from date of application subject to the terms set out in this Trade Warranty. For the avoidance of doubt this Trade Warranty does not cover workmanship with respect to application of the NuTex products. A material only replacement Trade Warranty is provided on product performance only when the full complete recommended NuTex system has been applied correctly by a skilled and experienced applicator in accordance with NuTex's instructions of use at the time of application.

In order to claim under this Trade Warranty:

- (a) The NuTex coating system has been applied;
 - I. Using only NuTex product;
 - II. by a skilled and experienced applicator/tradesperson; and
 - III. In accordance with the recommendations and instructions of NuTex at the time of application (including without limitation the NuTex coating system selection chart configuration as amended from time to time); and
- (b) NuTex must be satisfied that the relevant defect was caused by defective material and was not caused or contributed to by factors or circumstances beyond NuTex's reasonable control.

Nutex Coatings Pty Ltd

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Without limiting the foregoing, this Trade Warranty does not apply where:

- (a) The defect is caused or contributed by;
 - I. Fair wear and tear;
 - II. Weather conditions including without limitation unfavorable weather conditions during the application and curing stages of the coating system;
 - III. Hydrostatic pressure, settling, movement, cracking, lifting, peeling, flaking failure or other deterioration of substrate;
 - IV. Any neglect, maltreatment or misuse;
 - V. Faulty design and/or construction of the premises to which the NuTex coating system has been applied;
 - VI. Failure to apply or maintain the NuTex coating system in accordance with the recommendations and instructions of NuTex including without limitation with respect to the product to be used as part of the NuTex coating system;
 - VII. Defective workmanship in application process including without limitation failure to prepare the substrate, inadequate mixing procedure and failure to apply the NuTex coating system strictly in accordance with the recommendations and instructions of NuTex; and
- (b) The NuTex coating system has been altered or modified or another non-NuTex coating or product has been applied under or over or incorporated with the NuTex coating system; and
- (c) The defect related to the colour of the system product including without limitation a variation in colour, blotchiness, colour fastness, fading, staining or other discoloration. Before commencing application, it is the sole responsibility of the applicator/customer to check colour fastness/fading and ensure that the correct colour and product has been supplied (a dried colour sample should be matched to the standard colour chart or existing wall colour (as applicable)).

WHAT NUTEX WILL DO

Where the NuTex Coating system/product is defective and you are entitled to claim under this Trade Warranty:

- (a) NuTex will re-supply the products constituting the NuTex Coating system (Replacement Products); and
- (b) NuTex liability to you is limited to the provision of the Replacement Products.

HOW TO CLAIM

In order to claim under this Trade Warranty, you must give NuTex written notice of your claim using the contact details below (see "Contact NuTex"), on receipt of your written notice, NuTex will Mail/Fax you the required NuTex Trade Warranty Claim form which you will have to complete duly attested and signed and return back to NuTex. The claim form should accompany copy of your proof of purchase within 14 days of the defect coming to your notice and within 90 days of the defect becoming apparent. On receipt of claim form, NuTex will conduct a site inspection to commence the claim procedure.

COSTS AND EXPENSES

Any and all costs and expenses arising from or in connection with claiming under this Trade Warranty including without limitation:

- (a) Transportation and delivery costs (including costs in relation to delivering the Replacement Products to you); and
- (b) Costs associated with the removal of the defective coating system and the application of the replacement products are to be borne by you and NuTex shall not under any circumstances be liable to you under this Trade Warranty for any such cost or expenses.

LIABILITY

Except with respect to any rights and remedies you may have at law which cannot be modified or excluded (including under the Australian Consumer Law) this Trade Warranty is the sole Trade Warranty provided by NuTex with respect to the NuTex coating system and products and NuTex makes no other representations or warranties with respect to NuTex Coatings systems and its products.

STATUTORY CONSUMER GUARANTEES

If you acquire goods manufactured by us as a "consumer" within the meaning of the Australian Consumer Law, the following also applies. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a refund for a major failure and for 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. The benefits conferred by this Trade Warranty are in addition to other rights and remedies which may be available to you at law including under the Australian Consumer Law and this Trade Warranty does not affect, modify or exclude any such rights and remedies. Please note, the Statutory Consumer Guarantees set out above do not apply where you acquire our goods for re-supply to someone else or for the purpose of using them up or transforming them in trade or commerce. However, our Trade Warranty will still apply in those circumstances.

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CONTACT NUTEX COATINGS

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