


## DULUX MATERIAL WARRANTY



### DETAILS

<b>Customer:</b>	ALL STRATA P/L
<b>Project:</b>	Malo - Exterior Only
<b>Project Address:</b>	8 Jubilee Ave Lot 8 SP304483 Broadbeach QLD 4218
<b>Dulux Specification No. (if applicable)</b>	AU45204
<b>Builder/ Applicator</b>	ALL STRATA P/L
<b>Dulux Products/ Coating System applied:</b>	As per Dulux DuSpec provided and/or Dulux Product Data Sheets for Products used.
<b>Warranty Period:</b>	10 Years
<b>Project Completion Date:</b>	23.09.2024
<b>Product Data Sheets:</b>	As per Dulux Product Data Sheets for Products used.
<b>Signature by Dulux</b>	 25.09.2024

### TERMS AND CONDITIONS OF WARRANTY

If you are a consumer under the Australian Consumer Law (the 'Act'), our goods come with guarantees that cannot be excluded under the Act. You are entitled to a replacement or 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.

To the extent permitted by the Act or other laws, Dulux:

- (a) limits its liability for breach of a statutory guarantee to the payment of the cost of replacing the Product or acquiring an equivalent Product; and
- (b) expressly excludes any liability for consequential loss and incidental or indirect damages (including but not limited to damages for loss of business profits, income, business, goodwill or reputation, or business interruption) due to a defect of the Product.

This Company Warranty is given by Dulux Australia, a division of DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427, phone 13 25 25 or contact via <https://painters.dulux.com.au/general/contact-us>. In addition to, and without excluding, restricting or modifying the Customer's statutory rights, Dulux offers the Company Warranty set out below.

1. **Warranty content and validity:** This Company Warranty:
  - (a) consists of the Details section (the 'Details') and these warranty conditions;
  - (b) is only enforceable by the Customer (being the asset owner when the Products were applied, or the first purchaser of the asset from the Builder after application) and is not transferable;
  - (c) applies only to Dulux Products supplied by Dulux;
  - (d) becomes valid only when Dulux has been paid in full for the relevant Products described in the Details; and
  - (e) supersedes all other prior agreements and understandings between the parties in relation to its subject matter.
2. **Product Warranty:** Subject to paragraph 6, Dulux warrants that for the Warranty Period, the Products supplied will comply with the relevant Product Data Sheet; and not crack, blister or peel due to faulty formulation, manufacture or application, PROVIDED THAT:
  - (a) the Products have been applied in accordance with the Product Data Sheets and any Specification provided;
  - (b) the Customer has complied with all Dulux instructions for care and maintenance of the Products after application; and
  - (c) **The applicator has signed and dated the Applicator's Declaration below, and an original copy has been provided to Dulux Trade Admin 1477 Ipswich Road Rocklea Qld 4106 or the Dulux Account Manager responsible for the account, within 30 days of the Project Completion Date.**
3. **Making a warranty claim:** To make a claim under this Company Warranty, you must, within 30 days of any alleged defect or failure of the Products first becoming apparent, send written notice describing the defect or failure, together with the warranty Details, to Dulux Admin 1477 Ipswich Road, Rocklea Qld 4106 telephone 07 3867 8595 or email [David.poole@dulux.com.au](mailto:David.poole@dulux.com.au). You are responsible for the expense of making a claim under

this warranty.

4. **What Dulux will do:** In the event of a claim under this Company Warranty, and to the extent permitted by law, if it is established to Dulux's satisfaction that the Products have not performed in accordance with this Company Warranty, then Dulux will, at its option, either:
- replace the Products or supply equivalent products;
  - repair the Products; or
  - refund the price paid for the supply and application of the Products.

To the extent permitted by law, Dulux will not be obliged to replace, repair or refund the Products to the extent that that remedial action exceeds in value the original amount paid for the Products, and the value of any compensation will be reduced by a percentage equal to the portion of the warranty period that has expired at the date the relevant non-performance is notified to Dulux divided by the full warranty period.

5. **What Dulux won't do:** In the event of a claim under this Company Warranty, to the extent permitted by law, Dulux will not be responsible for, or for paying the costs of:
- reapplying the Product;
  - removing existing Product;
  - providing equipment such as scaffolding or other access equipment;
  - other actions or work needed to allow reapplication or repair to occur;
  - reinstatement of Product or finishes; or
  - related costs or damages,

unless it is required to do so under the Act. To the extent permitted by law, Dulux will not be liable under this Warranty for any consequential or indirect loss of any kind including without limitation loss of income, profit, business, goodwill or reputation.

6. **Exclusions:** Subject to guarantees under the Act, this warranty does not extend to and Dulux will not be liable for any damage, defects or failures in the Products to the extent that they are caused by
- A failure by the Builder or Applicator to apply the Products in strict with the instructions provided by or available from Dulux including the Specification and the Product Data Sheets;
  - the substrate or previous coating on which the Products is applied not meeting all statutory requirements, the National Building Code Standards (NCC), or applicable Australian standards, or not having been prepared strictly in accordance with the instructions provided by or available from Dulux including the Specification and the Product Data Sheets;
  - the location of the site being within one (1) km of the sea, unless a Dulux recommended topcoat has been applied;
  - hydrostatic pressure, settling, movement, cracking, lifting, peeling, flaking, failure or other deterioration of the substrate or previous coating;
  - corrosion, ingress of moisture or other contaminants, excessive wear/tear, staining or discolouration;
  - faulty design and/or construction of the asset/ building to which the Product was applied;
  - maltreatment of, or lack of proper maintenance, service or care of the Product after application;
  - 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;
  - accidental, deliberate or negligent damage by any person other than Dulux;
  - damage resulting from fire, flood, storm, or other events outside the reasonable control of the Customer;
  - another coating having been applied over the Product; or
  - any other cause outside the reasonable control of Dulux; or
  - colour fade that is outside compliance for colour durability as set out in Australian Standard AS3730.20 Guide to Properties of paints for Buildings.

#### **Applicator's Declaration**

The Applicator hereby confirms that the Coating System/ Dulux Products was/were applied to the asset at the Project Address in strict accordance with the instructions provided by or available from Dulux including the Specification and the Product Data Sheets. Signed on behalf of the Builder/ Applicator by an authorised person:

Signed: 

Date: 26/09/2024

Name: PETER MCCARTHY

Position: DIRECTOR/OWNER

**For Warranty to be valid: Original signed copy to be provided to Dulux Trade Admin 1477 Ipswich Road Rocklea Qld 4106 or the Dulux Account Manager responsible for the account, within 30 days of the Project Completion Date**