

# NuFlex

## 10 Year Manufacturer's Warranty

NuTech Paint Pty Ltd (ABN 94 242 116 396) ("NuTech Paint") is proud to offer the following ten (10) year warranty for NuFlex roof coatings ("NuFlex"). The NuTech roof coating product range has been extensively tested and is manufactured in Australia under strict quality control conditions.

### Warranty

NuTech Paint warrants that, subject to the exclusions and limitations below, all applications of NuFlex will be free from cracking, flaking, peeling and blistering for a period of 10 years from the date of application, "(Warranty Period)" when applied in accordance with NuTech Paint's instructions as outlined in Labels and Technical Data Sheets. If a defect appears in the NuFlex coating before the end of the Warranty Period, and NuTech Paint determines the NuFlex coating to be defective, NuTech Paint will, in its sole discretion, either: (a) refund the purchase price of NuFlex; or (b) supply replacement NuFlex free of charge.

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded.

Our goods come with guarantees that cannot be excluded under Australian Consumer Law. 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.

### Limitations

NuTech Paint makes no express warranties or representations other than those set out in this warranty. Product Data Sheets and Guidelines are available for all products and updated regularly.

### Warranty Claims

If a fault covered by warranty occurs, the customer must first contact NuTech Paint at the contact address listed in this warranty, or the supplier from which the NuFlex was purchased ("Supplier").

The Warranty is conditional upon correct product choice, surface preparation, application and application conditions in accordance with NuTech Technical information. The "Applicator" must keep and retain records of the application conditions of NuFlex for each specific job where NuFlex is applied, for the duration of the Warranty Period regarding;

- the job address, clients name and the date the work commenced and finished;
- the NuTech Paint roof coating system, listing all preparation, primer, top coat products and quantities used;
- NuTech Paint's or the Supplier's invoices for all materials used & batch numbers of the product used;
- ambient conditions temperature and humidity on the day/s of preparation and application;
- spray tip size and wet film thickness.

NuTech Paint reserves the right to nominate a NuTech Paint Technical Representative to determine the validity of any warranty claim.

### Exclusions

The warranty will not apply:

- for PVA roofs
- where product selection, surface preparation, application and product coverage (as determined by dry film thickness testing) do not comply with NuTech Paint's Product Data and Application Guidelines;
- to the colour, appearance or workability of the NuFlex due to on-site mixing procedures, product additions and/or adverse curing conditions outside the control of NuTech Paint;
- where any other manufacturer's products are used on the same job. The use of roof primers, sealers or other coatings not manufactured by NuTech Paint will void this warranty completely;

### Exclusions (cont.)

- where storage of all NuTech Paint products used on a job is not in a manner approved by NuTech Paint;
- where any NuTech Paint product used, including NuFlex, has not been used within the recommended shelf life;
- where the alleged defect in the application of NuFlex is within acceptable industry variances;
- where NuTech Paint cannot establish any fault in the NuFlex after testing and inspection;
- where the NuFlex coating has been used other than for the purpose for which it was designed;
- where the NuFlex, or the job on which the NuFlex has been applied, has been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- or k) the defect has arisen due to abuse, misuse, neglect or accident.

The warranty does not extend to damage caused by normal wear and tear or exposure to extremes such as erosion caused by salt or sand blasting in coastal and arid environments. It does not extend to reasonable chalking, fading, discolouration or loss of gloss over time, which are determined by NuTech Paint to be considered normal, due to exposure to weather and the incidence of UV radiation in natural sunlight.

### Maintenance items

This warranty does not apply to general maintenance items which are the responsibility of the customer.

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