



Material Warranty



Dulux AcraTex hereby warrants that the 962 Roof Membrane coating system applied to the Project (defined overleaf) will retain its film integrity and not peel or crack or suffer deterioration as a result of faulty manufacture or formulation of the coating system for a period of ten years from the date of application,

provided that:

- the application is in strict accordance with the instructions provided by Dulux AcraTex including in the Dulux AcraTex 962 Roof Membrane Applicators Manual (latest version);
- the substrate has been prepared in accordance with the instructions provided by Dulux AcraTex including in the Dulux AcraTex 962 Roof Membrane Applicators Manual (latest version);
- Dulux AcraTex will not be liable for any loss or damage wholly or partly caused by:
 - failure of the previous coatings to support the new coatings
 - hydrostatic pressure, settling, movement, cracking, lifting, peeling, flaking, failure or other deterioration of the substrate;
 - faulty design and / or construction of the building; or
 - without limitation any other cause outside the reasonable control of Orica;
- the warranty is conditional upon the applicator signing the Applicator's Confirmation overleaf; and
- Dulux excludes all liability for consequential or indirect losses including losses of income, profit or business and any loss of goodwill or reputation.

Except as expressly provided to the contrary, Dulux shall not be under any liability to the contractor, applicator, recipient, purchasers, associated person or any other person in respect of any loss, cost expense or damage howsoever caused and whether arising directly or individually out of contract, negligence or otherwise.

If Dulux determines that any Dulux product is in breach of the warranty and that written notification of the claim of breach has been made within 14 days of the claimant becoming aware of an alleged defective product and within 90 days of the alleged default coming into existence, Dulux shall make available free of cost all coating materials required to reinstate the coating system.

Dulux acknowledges that additional rights and remedies may be conferred to persons by Federal or State Legislation which cannot be excluded by agreement. To the extent such legislation is applicable, the specification nominated above shall be read subject to such legislation provided that Dulux expressly limits its ability under any such legislation to the maximum extent permitted.