

7 YEAR MATERIALS WARRANTY

PARTICULARS OF USE

Date of Issue:

Issued By:

Project Address:

Materials Used: As purchased by contractor. See invoices and Applicator Declaration for further details.

Applicator Name:

Application Completion

Date:

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- SAMPLE ONLY**
1. MELBOURNE ACRYLIC COATINGS (VIC) PTY LTD ACN 093 459 931, as the manufacturer of the materials referred to above, warrants that:
 - (a) The materials are reasonable fit for the purpose for which they are to be used in respect to the above project.
 - (b) The materials correspond with any sample and/or with their description for use in respect to the above project.
 - (c) The materials are of merchantable quality and as such are suitable for use in respect to the above project.
 - (d) The materials can be repaired or replaced by the Manufacturer should a Warranty claim become necessary.
 - (e) The materials for use in respect to the above project will be free from any defect which has arisen as a result of or during the course of manufacture (specifically excluding components and accessories manufactured or supplied by any third party).
 2. The person who can make a claim in respect to the warranties contained in paragraph 1 shall be either the consumer who acquired or purchased the materials or a person who acquired the materials from or derived title to the materials from or through the consumer ("the Claimant").

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3. The Claimant may make a claim against the Manufacturer in respect to any breach of the warranties contained in paragraph 1 during a period of three years after the Claimant has first become aware of or ought reasonably to have become aware of the breach of any of the warranties. However, the Manufacturer will not be bound by the warranties if any claim is made for breach of warranty after 7 years from the time of the supply of the materials used in the above project.
4. If the materials have failed by reason of any one or more of the following matters, namely:
- (a) the materials have not been applied by an Applicator approved by the Manufacturer; or
 - (b) the materials have not been applied in accordance with the Manufacturer's recommended method of application; or
 - (c) the substrate of the whole of the above project is not substantially the same as the reference area; or
 - (d) the materials have not been stored in a manner recommended by the manufacturer; or
 - (e) the materials have not been used within the shelf life recommended by the Manufacturer; or
 - (f) there has been structural movement or breakdown of the substrate to which the coating has been applied; or
 - (g) there has been structural movement and/or cracking in the substrate; or
 - (h) there has been efflorescence, hydrostatic pressure or moisture attack from behind the coating; or
 - (i) there has been maltreatment, such as structural damage, whether during or after application; or
 - (j) there has been faulty design and/or faulty construction of the project; or
 - (k) coating failure caused due to constant immersion in water i.e. no adequate drainage provided.
 - (l) there has been inadequate maintenance as per MAC Care & Maintenance Guide.

then the manufacturer shall not be liable for any defect in the materials, provided only that none of the warranties set out in paragraph 1 have also been breached.

5. The MAC warranty covers premature blistering, flaking and peeling of the coating. It does not cover fading and chalking of the coating which are a natural part of a coating weathering (both acrylic and cement based). Loss of colour strength can also be accelerated by condition of substrate (i.e. cracking and movement), climate, weather, degree and duration of exposure, proximity to ocean and other environmental factors beyond the control of MAC, and is therefore excluded from all warranty terms.
6. Movement dynamics of the building structure and substrate to be coated is outside of the scope/control of Melbourne Acrylic Coatings Victoria Pty Ltd. Accordingly, substrate and joint deformation and/or cracking is excluded from all warranty terms.

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7. The Claimant shall give the Manufacturer notice in writing of any claim for alleged breach of the warranties set out in paragraph 1. The Manufacturer shall then have a reasonable opportunity to inspect the Project and to test the allegedly defective materials and for this purpose the Manufacturer may elect to engage an expert consultant who shall also be entitled to have access to the Project and the materials.

If the Warranty claim is thereafter accepted by the Manufacturer, then the Manufacturer can determine what action it is prepared to take to remedy the defective materials whether by repair or replacement.

Where the Manufacturer alone is responsible for the defective materials, then it will undertake repair or replacement of the defective materials at its own expense, in respect to both the materials and the necessary work and labour of the Applicator.

If the Claimant or any third party has or has attempted to repair or replace the materials prior to the Manufacturer being given an opportunity to inspect and repair or replace the materials, then the Manufacturer in any legal proceedings may be entitled to maintain that the Claimant has failed to properly mitigate the Claimant's losses.

8. The Manufacturer's Warranty is for defects in the materials and is not respect to labour or application of the materials. A separate warranty for labour or application of the materials can be obtained from the Applicator upon request.
9. This Warranty is not intended by the Manufacturer to exclude or modify any statutory warranties and, in particular, Sections 74A to 75AS (inclusive) of the Trade Practices Act 1974 apply to this Warranty.

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Authorised officer

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Date of issue