

WARRANTY SOLUTIONS



DURATEC™

ELEMENTS™ TEXTURED RANGE



WARRANTED PROJECT DETAILS

Product Warranty:

DURATEC™
ELEMENTS™ TEXTURED RANGE



Project: Apartment Building, North Tower

Environment: Exterior

Colours: Silver Reign

Warranty No: PWDGLW00000576

Substrate and component: Extruded Aluminium - Windows

Accredited Powder Coater: ABC Powder Coatings

Project Location: Australia

Date of completion of project: 28th August 2019

Date of issue of warranty: 15th October, 2019

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DGL Conditions of sale

NOTE

This warranty is made up of the terms set out expressly in this document (the **Warranty**).

This warranty is provided to the DGL Accredited Powder Coater who completes the work in question, for the benefit of the owner of the asset that has been powder coated with the relevant DGL Product ('Asset Owner'). Any Asset Owner wishing to claim the benefit of this warranty must make the claim through the DGL Accredited Powder Coater that completed the work.

This warranty depends on the performance of certain obligations. Most of these are the responsibility of the DGL Accredited Powder Coater. However, where the obligations are outside the control of the DGL Accredited Powder Coater (e.g. ongoing cleaning and maintenance), then those obligations are the responsibility of, and depend on the performance by, the Asset Owner.

This warranty document does not override or displace any consumer guarantees or implied warranties that may apply to this transaction under applicable local laws.

The following applies if your purchase is a consumer transaction under the Australian Consumer Law. We are required by law to advise you that Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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.

INTRODUCTION

DGL International, a division of DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427 (DGL), supplies high quality powder coatings products to the construction markets and is committed to supporting the use and performance of these coating materials. Our technical development in coating formulation, manufacturing excellence and expertise in the selection of products for their intended environment and service use provides our customers with the confidence in our coatings' potential to deliver an appropriate level of durability and performance.

DuluxGroup owns the Dulux trade mark in Australia, New Zealand, PNG and Fiji. It is not associated with and has no connection to the owners of the Dulux trade marks in other countries.

ROLES AND RESPONSIBILITIES

Warranties have a value to the recipient and also, they have a cost. Some of these costs are reflected in the price of the coating product itself, others are the obligation on the recipient to address certain performance-related matters as a condition of warranty protection. For effective performance from powder coatings, a number of issues need to be considered and addressed prior to the commencement of any work. Other issues must be considered and addressed during and after application. These include:

1. **Suitable Product** – Application must be using high quality DGL International powder coating products suitable for the environment
2. **Appropriate Specification** - A thorough evaluation of the project environment and substrate to carefully select the coating products known to be suitable for this service needs to be made in line with approved DGL Specifications and the DGL Accredited Powder Coater Alumi Shield Manual.
3. **Selection of a DGL Accredited Powder Coater and approval of project samples** – A DGL Accredited Powder Coater must be selected that is experienced, capable, fully equipped and who has a demonstrable quality system, applicable to the type of work to be performed. The DGL Accredited Powder Coater must have successfully supplied and passed, to the reasonable satisfaction of DGL, both a local progress sample and an accelerated long-term durability sample.

4. **Care and attention during fabrication** - A high level of care and attention is essential in fabrication and substrate detailing prior to surface preparation and coating application. This includes issues such as sharp edges, weld spatter, weld undercut and so on. Sometimes the performance of a coating system can be undermined by the original condition of the substrate, regardless of the surface preparation thereof.
5. **Receipt and Storage** – The aluminium to be coated must be stored in an area which is dry and where there is no possibility of chemical contamination
6. **Appropriate pre-treatment** – Compliance to appropriate process parameters is essential in ensuring compliance to etch, conversion coating weights and conductivity of final rinse. The pre-treatment process must be capable of meeting the outputs as described in AS3715 and AAMA-2604.
7. **Appropriate application** - To ensure the powder coating is appropriately applied to the substrate a DGL Accredited Powder Coater must ensure the product technical data sheets are followed, overspray is managed, records (including product batch records) are kept and maintained, appropriate storage is available, and application is maintained in line with the DGL Accredited Powder Coater Alumi Shield Manual.
8. **Appropriate curing and testing of coated product** – DGL Accredited Powder Coaters must perform both curing and post production testing in-line with the DGL Accredited Powder Coater Alumi Shield Manual.
9. **Maintaining samples and records of all warranty applications** – in accordance with the DGL Accredited Powder Coater Alumi Shield Manual samples and records of the warranty application must be maintained.
10. **Handling, packing, transport, storage and installation** – Attention to packing and in transportation is essential for powder coaters and fabricators to ensure that all powder coated sections are received in good condition. When packing powder coated assets, it is recommended that:
 - Sections must be adequately cooled prior to packing - the metal temperature must not exceed 40°C on packing.
 - Appropriate protective wrapping is recommended prior to packing to avoid damage during transport. Protective wrapping should be used in accordance with the manufacturer's instructions and only remain in contact for the minimum amount of time.
 - If protective tapes are used, ensure that the tape will remain removable following transport, fabrication and installation and not irreversibly mark or damage the coating. Tapes should be used in accordance with the manufacturer's instructions and only remain in contact for the minimum amount of time.
 - Packed metal should be kept away from sunlight or moisture to avoid coating defects.
 - Avoid air bubbles created by tapes and protective wrapping.
11. **Appropriate systematic building maintenance programme** – This must be undertaken periodically and recorded to appropriately clean the surface from accumulation of concentrated deposits and pollutants. Refer to the DGL Powders Care and Maintenance of Powder Coated Surfaces on dglpowders.com/tech-advice

TERMS APPLYING TO THE WARRANTY

1. DEFINITIONS

In this Warranty:

“**Coating Schedules**” means a summary of the surface preparation and preparatory requirements including a sequential list of the coating materials to be used in the Coating System as detailed in the specification.

“**Coating System**” means the DGL coating material products used in a coating system applied to the Project in accordance with the Specifications and Coating Schedules. Details of the products applicable to this warranty are detailed in Schedule A Part C: Coatings System.

“**Warranty Period**” means the timeframe described in Schedule A Part E.

“**Performance Measures**” means the performance measures described in the Schedule A Part F

“**Specification**” means the DGL-approved specification drawn and issued in relation to the Project and environment described in the Schedule A Part A Project Name and Address, Part B Project Details.

“**DGL Accredited Powder Coater**” means a powder coater (also known as applicator) that is able to apply and issue our DGL Alumi Shield warranties as they have demonstrated their capability to meet stringent quality conditions and international standards through accreditation audits and testing including successfully supplying and passing to the reasonable satisfaction of DGL both a local progress sample and an accelerated long term durability sample for the project this warranty is for. The powder coaters accreditation status must be current for the warranty to be issued – this entails the powder coater to have been audited and tested in the last 18 months by DGL.

References throughout this document to the DGL Accredited Powder Coater are references to the DGL Accredited Powder Coater detailed in Schedule A Part H -Powder Coater Details, who coated this project and to whom this warranty is provided.

“**DGL Accredited Powder Coater Alumi Shield Manual**” outlines the technical requirements for Alumi Shield warranties.

2. PRE-WARRANTY PROCESS

In order for a warranty to be issued or a claim to be made under this warranty, the following must have occurred:

- a. Prior to a Project commencing a current DGL-endorsed set of Coating Schedules and a comprehensive specification document must be in existence and suitable for this Project. These details must be reflected in the Schedule of this document;
- b. the DGL Accredited Powder Coater must have supplied and passed testing of suitably prepared samples reflecting the specified Coating System and substrate for this project in accordance with the DGL Project Sample Submission form. The form must be completed in full and testing must have been carried out by DGL International that covers:
 - a. A local progress testing of samples which is done immediately at the start of a project consisting of Solvent PGMEA cure, cross hatch adhesion and permeability. This is usually completed within 2 days.

- b. Accelerated long term durability testing comprising of 1000-hour salt spray testing at the DGL Technical Centre in Australasia.
- c. These samples and their appearance must be approved by the Asset Owner and its appointed project manager prior to the commencement of the coating works and must be preserved as a benchmark during the Project works and after its completion (see section 4.1(j)).
- d. the DGL Accredited Powder Coater will make available to DGL their quality control documents and purchase invoices to substantiate that a DGL Coating System has been used throughout the Project and the Coating System was applied in accordance with the Coating Schedules and the Specification;
- e. the warranty must have been issued within 12 months after the completion of the project – The issue of warranty is completed by the DGL Accredited Powder Coater upon completion of a project. It follows the pre-approval that must have been completed prior to the project commencing and must be completed within 12 months of the completion of the project.

3. THE WARRANTY

3.1 Warranty Coverage

Subject to the terms and conditions of this Warranty and in addition to any other warranties and conditions implied by law that DGL cannot exclude, DGL warrants to the powder coater that the DGL Coating System will perform in accordance with the Performance Measures and the Specification when properly applied to chemically cleaned and pre-treated approved aluminium metals for the Warranty Period on approved specified projects.

3.2 Warranty Coverage

Where a claim is made under this Warranty, DGL will undertake reasonable investigations and assessments. If, following this, DGL is satisfied that the Warranty claim is valid (according to the conditions set out in this Warranty), DGL will:

- Supply suitable replacement coating materials selected by DGL for repair of affected areas of the Project; or
- repair the Coating System; or
- pay the direct cost of having the Coating System repaired; or
- refund the price paid for the Coating Systems, or
- replace, or pay the direct cost of replacing any metal damaged beyond repair as a direct result of the failure of the Coating System to comply with the Warranty

DGL may, at its sole option, select which of the above actions are undertaken to remedy the situation and how. Remedies will be provided to the DGL Accredited Powder Coater for the benefit of the Asset Owner. DGL does not accept any responsibility for the DGL Accredited Powder Coater failing to pass on the benefit of any of these remedies to the Asset Owner.

- The cost of repair or replacement shall be determined by DGL using contractors, materials and practices selected by DGL. DGL will determine, at its reasonable discretion, the most appropriate materials and practices for remedying the failure.
- Where DGL elects to repair, the DGL Accredited Powder Coater will, upon request by DGL, obtain and submit to DGL two or more competitive bids for remedying the failures in the manner required by DGL. DGL reserves the right to reject such bids and may obtain additional bids itself.
- Upon acceptance by DGL of any such bids, DGL may authorise the DGL Accredited Powder Coater, in writing, to proceed with the required corrective work and the manner in which it is to be performed. Upon receipt of satisfactory proof of its expenses and a full and complete written release from the Powder Coater and the Asset

- d. Owner (or any other party with an interest) of any and all further claims against DGL arising from such failure, DGL will pay the DGL Accredited Powder Coater's authorised costs of labour and materials, in accordance with sub-clause b).

This warranty will apply to the DGL approved repaired coated Metal for the remainder of the Warranty Period applicable to the Metal originally coated but will not extend that original Warranty Period.

4. LIMITATIONS OF THE WARRANTY

4.1 Liability of DGL

DGL will not be liable under this warranty if:

- a. A claim is made when the source is determined to be from non-powder coated areas exposed to interior and exterior environments (for example, when a section of metal is not coated on all sides). Any metal sides that are not coated must be in a sealed environment i.e. not exposed to moisture, air and excessive heat. This warranty does not apply if the environment is not properly sealed, or if the seal fails.
- b. The Warranty is not issued within 12 months of completion of the project
- c. The Product is not applied in accordance with its instructions or the Coating Schedules to pre-treated architectural aluminium.
- d. Coating weights of chromate conversion do not meet DGL approved specifications and/or are not applied as described in the DGL Accredited Alumi Shield™ Manual and any current DGL Product Data Sheets.
- e. Non-Chrome conversion coatings, (if used by DGL Accredited Powder Coater), are not applied and maintained in accordance with the manufacturer's instructions.
- f. Chrome and Non-Chrome conversion coatings fail to provide adequate corrosion protection as specified by the conversion coating supplier.
- g. The Project, product and/or Product Batches are outside those specified in the warranty schedule
- h. Appropriate systematic building maintenance programme is not undertaken and recorded to periodically clean the surface from accumulation of concentrated deposits and pollutants. Refer to the DGL Powders Care and Maintenance of Powder Coated Surfaces document on dglpowders.com/tech-advice
- i. The Product which the DGL Accredited Powder Coater applies is not within 2 years of manufacturing date and/or stored above 25°C.
- j. A DGL Accredited Powder Coater does not retain a minimum of 2 untested powder coated samples of all warranty work, retain samples for a minimum of 2 years beyond the period of the warranty and make samples available within 3 working days of the application of an Alumi Shield™ Warranty.
- k. The DGL Accredited Powder Coater does not maintain throughout the relevant warranty period, adequate records to provide identification of the batch number of all Products in the field and where each batch of Product was applied to Metal in the building. The Powder Coater agrees that DGL shall be permitted to inspect such records and will immediately at the request by DGL forward such records and retained production samples to DGL for the purpose of further evaluation and testing. All records and retained production samples provided to DGL from the Powder Coater must meet the minimum criteria described in the relevant DGL Accredited Powder Coater Alumi Shield™ Manual.
- l. The DGL Accredited Powder Coater cannot provide DGL with evidence satisfactory to DGL that the Products were manufactured by DGL and applied by the Powder Coater to this Metal.

- m. The DGL Accredited Powder Coater cannot establish that 5% or more of the total coated area to which the Coating System has been applied failed to meet the Performance Measures, because of an error or defect in the formulation or manufacture of the Coating System.
- n. DGL will not be liable under this Warranty for any loss or damage wholly or partly caused by one of the following:
- i. Movement, cracking, lifting, peeling, flaking, failure or other deterioration of the substrate;
 - ii. Ingress or moisture or other contaminants, maltreatment, excessive wear/tear, staining or discoloration;
 - iii. Faulty design and/or construction;
 - iv. The performance, workmanship or quality control procedures of the DGL Accredited Powder Coater any other person associated with the Project;
 - v. Where the metal has been primed or coated with a product other than that manufactured or specified by DGL;
 - vi. Weld damage including burning and areas suffering from electrical discharge, stray electrical current or incompatible welding electrodes, incomplete or failed welds;
 - vii. If another coating has been applied over the Coating System without DGL's prior approval;
 - viii. Mechanical damage to the product caused by construction, handling, transport, or external sources;
 - ix. Exposure to chemicals and/or localised environmental conditions excepting those expressly approved in the DGL specification;
 - x. A failure resulting from abnormal external influences including but not limited to bi-metallic corrosion; mechanical abrasion; falling objects; damage during transportation, installation and storage; explosion; fire; riots; acts of war; terrorism; radiation; harmful chemicals or fumes; temperatures in excess of 120°C ; chemicals and foreign substances and excessive salt atmospheres or deposits or failure from post formed or post fabrication processes or any other circumstances beyond DGL reasonable control;
 - xi. Without limitation, any other cause outside the reasonable control of DGL.

4.2 Limitation of liability

To the maximum extent permitted by law, DGL will not be liable under this Warranty to the claimant or associated parties:

- a. for any costs associated with site establishment, access and administrative costs associated with any required rectification works;
- b. for any consequential or indirect loss of any kind, including, without limitation, loss of income, profit, business, goodwill or reputation arising out of, or in any way connected with the sale or application of the Coating System;
- c. in respect of any loss or damage howsoever caused and whether arising directly or indirectly out of negligence or otherwise, except as expressly provided to the contrary in this Warranty; or
- d. unless all Coating System materials and related items or services supplied by DGL in connection with the Project have been paid for in full. If payments due to DGL are more than 90 days overdue, the Warranty will be void.

5. CLAIMS UNDER THE WARRANTY

To make a claim under this Warranty, the following process must occur:

Step one: The DGL Accredited Powder Coater must notify DGL in writing of the claim (including all particulars) within thirty (30) days of becoming aware of the defect. Exception: Where the Asset Owner's asset that has been powder coated with the Coating System is located outside the country in which the DGL Accredited Powder Coater applied the coating, the Asset Owner may choose to notify DGL directly of the claim.

Step two: On receipt of the Claim:

- DGL must be given reasonable opportunity to inspect the coated Metal claimed to be defective. This must include the DGL Accredited Powder Coater sending a copy of all production and quality records describing the application of the Product, demonstrating that the production conditions and quality control checks as described in the DGL Accredited Powder Coater's Alumi Shield™ Manual were followed and the dates on which the Product was applied.
- The DGL Accredited Powder Coater shall provide DGL with evidence that the Products were manufactured by DGL and applied by the Powder Coater to this Metal.

Step three: Within 30 days of step two, DGL must notify the DGL Accredited Powder Coater in writing and advise whether the Claim has been accepted (in part or in full) or rejected. No verbal or other implied method of acceptance will be binding upon DGL.

The DGL Accredited Powder Coater and the Asset Owner are liable for all costs involved in making a warranty claim. Depending on the assessment of the claim, it may be possible to claim these costs back later.

6. DISPUTES

- The parties will use all reasonable efforts and good faith to resolve any dispute(s) which may arise in connection with this Warranty. Each party will as soon as reasonably practicable, give the other party notice of any dispute in connection with this Warranty.
- Any dispute arising under this Warranty which cannot be settled by negotiation between the parties or their respective representatives within 20 business days of the provision of a notice of dispute (or such other period as may be agreed in writing between the parties), will be submitted to mediation. Any party may initiate mediation by giving written notice to the other party. If the parties cannot agree on a mediator within 10 Business Days of such notice, then the mediator will be selected by the President for the time being of the Law Institute of Victoria (Australia).
- If the dispute is not resolved by mediation, then either party may take whatever action it chooses to enforce its rights.

7. APPLICATOR'S WARRANTIES

The DGL Accredited Powder Coater must not make, and DGL will not accept any liability in respect of, any warranties, covenants or representations in relation to the DGL products specified which are inconsistent with or outside the terms of the Warranty.

8. INDEMNITY BY DGL ACCREDITED POWDER COATER

The DGL Accredited Powder Coater will indemnify DGL for any loss, cost, damage or expense DGL may suffer as the result of a warranty claim, to the extent that this is due to the negligence or other action or inaction, including a breach of, or failure to comply with a condition of, this Warranty by the DGL Accredited Powder Coater or the Asset owner.

9. NOTIFICATIONS

All notices given under or pursuant to this agreement, including all warranty claims, shall be in writing and sent by registered mail to:

Marketing Manager
DGL International Powder Coatings
1-15 Pound Rd West,
Dandenong South VIC 3175
Australia

Email: powders.advice@dglpowders.com.au

10. GENERAL

The DGL Accredited Powder Coater agrees that:

- a. if all or any part of a provision in the Warranty is unenforceable, illegal or void, then that provision, or that part of the provision, is severed, and the rest of the Warranty remains in force;
- b. the Warranty replaces any and all other prior agreements, discussions, negotiations and understandings between the parties in relation to its subject matter, and
- c. the Warranty shall be governed in accordance with the laws of Victoria, Australia and the parties agree to submit to the nonexclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

11. APPROVAL AND CONFIRMATION

11.1 DGL International Powders Approval

Signature:



Name:

Mark Marketing

Position:

Marketing Manager

Date:

15th October 2019

11.2 Applicators Confirmation



By issuing this warranty to any other parties in this project within 12 months of its completion the applicator has confirmed that it has applied the coatings in strict accordance with the instructions provided or available from DGL including the Specification and consistent with the test pieces provided to DGL for testing. Where the applied Powder Coatings on the project do not conform to the specification, the DGL Accredited Powder Coater will be responsible for any loss or damage caused or contributed by its faulty application.

SCHEDULE A

Schedule A details project details, coatings system, warranty period, performance measures and powder coater project details

PART A: Project Name and Address						
Project Name:	Apartment Building, North Tower					
Country:	Australia					
Address	Street Address	20 Hill Street				
	Suburb/Town	Sydney	Region/Province	NSW	Postcode/Zip Code	2000
PART B: Project Details						
Project Type, substrate, components						
Project Type	COMMERCIAL >3 LEVELS					
Substrate	Extruded Aluminium					
Components	Windows	<input checked="" type="checkbox"/>	Louvres	<input type="checkbox"/>	Doors	<input type="checkbox"/>
	Balustrades	<input type="checkbox"/>	Decorative Sheet (inc Screens)	<input type="checkbox"/>	*Other	<input type="checkbox"/>
*For other please add detailed description:						
Environment and Conditions						
Environment	Exterior					
Conditions	Mild Exterior (C2-C3) - Arid, urban, inland, city, light industrial, geothermal (>500m from source) or inland coastal (mild sea spray zone)					
Proximity						
To sea (exterior projects only)	More than 100m from the high tide					
To liquids other than the sea	Not applicable					
PART C: Coatings System						
Top Coat						
Product	Duratec Elements					
Colour	Natural Bronze					
Product Code	90E 8341Z					
Batch numbers used on project	C/M/19 3456					

PART D: Specification Number	
Top Coat	
DGL Specification Number	50001

PART E: Warranty Period	
From the date the coating is applied to the metal the following warranties apply	
Colour Warranty	Durability Warranty
 <p>The Alumi Shield™ Colour warranty is your assurance that the colour integrity will be maintained.</p> <p>It is made up of two components:</p> <ul style="list-style-type: none"> • Fade • Chalk 	 <p>The Alumi Shield™ Durability warranty is your assurance of film integrity.</p> <p>The warranty covers the powder coating peeling, cracking or flaking during the warranty period, from the date the product is applied to the metal.</p>
20 Years	25 Years

PART F: Performance Measures			
Alumi Shield Warranty	Item	Test Method	Acceptable Score
Durability Warranty	Cracking	AA/NZS 1580.481.1.8	Zero
	Flaking and Peeling	AA/NZS 1580.481.1.10	Zero
	Adhesion	AS 3894.9:2003 Method B Cross Cut	Level 1 classification
Colour Warranty	Fade (Colour)	ASTM D2244	A delta E reading will not exceed five units from the original colour
	Chalk	AS1580.481.1.11	Whites & pastels will not exceed 2 Deep colours will not exceed 3

The customer acknowledges and agrees that chalk, fade or colour may not be uniform if the surfaces are not equally exposed to the sun and the elements.

PART G: Other Parties involved in this project

Fabricator

Company Name: Fabricating Co.
Main Contact: Mike Metal
Phone: 03 9800 0000
Email: mike@fabricatingco.com

Builder or Developer

Company Name: Construction Co.
Main Contact: Barry Brick
Phone: 02 8700 0000
Email: barry@constructionco.com

Architect, Specifier, Designer

Company Name: Specifying Co.
Main Contact: Sally Spec
Phone: 02 8700 0000
Email: sally@specifyingco.com

End user, asset owner or consumer if applicable

Company Name: Retail Co.
Main Contact: Stan Seller
Phone: 02 7800 0000
Email: stan@retailco.com

PART H: Powder Coating Details

Name and address of DGL Accredited Powder Coater

Business Name	ABC Powder Coatings					
Country:	China					
Address	Street Address	10 Example St				
	Suburb/Town	Example District	Region/Province	Example Prov	Postcode/Zip Code	[Enter]

Confirmation of amount of product used by Powder Coater and completion dates

Colour: Natural Bronze	
Amount of powder used in Kg:	100 Kgs
Actual coated area in sq. m:	800m ²
Date of completion of project	28 th August, 2019
Date of issue of warranty:	15 th October 2019

SAMPLE

Schedule B refers to DuluxGroup Conditions of Sale

SCHEDULE B

DGL Conditions of sale

Please refer to the DGL conditions of sale which can be found at dglpowders.com.au/conditions-of-sale.

SAMPLE

Advice

Our dedicated consultants can help simplify the specification process, saving you time and money by providing the right coating advice for your project.

Visit dgpowders.com

Offices

Australia

DGL International Powder Coatings
1-15 Pound Road West
Dandenong South VIC 3175
T (61) 3 8787 4500

New Zealand

DGL International Powder Coatings
31B Hillside Road
Glenfield, Auckland, New Zealand
T (64) 9 441 8244

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DGL International Powder Coatings
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#02-10, Singapore 118518
T (65) 68381020

China

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T (86) 21 6173 8800