

NXT Cool Zone

20 Year Manufacturer's Warranty

NuTech Paint Pty Ltd (ABN 94 242 116 396) ("NuTech Paint") is proud to offer the following twenty (20) year warranty for NXT Cool Zone roof coatings ("NXT Cool Zone"). The NuTech roof coating product range has been extensively tested and is manufactured in Australia under strict quality control conditions.

Warranty

NuTech warrants that, subject to the exclusions and limitations below, all applications of NXT Cool Zone will be free from cracking, flaking, peeling and blistering for a period of 20 years from the date of application, "(Warranty Period)" when applied in accordance with NuTech's instructions as outlined in Labels and Technical Data Sheets. If a defect appears in the NXT Cool Zone coating before the end of the Warranty Period, and NuTech determines the NXT Cool Zone coating to be defective, NuTech will, in its sole discretion, either:

- (a) refund the purchase price of NXT Cool Zone;
- or (b) supply replacement NXT Cool Zone 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 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 at the contact address listed in this warranty, or the supplier from which the NXT Cool Zone 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 NXT Cool Zone for each specific job where NXT Cool Zone 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 roof coating system, listing all preparation, primer, top coat products and quantities used;
- NuTech'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 reserves the right to nominate a NuTech Technical Representative to determine the validity of any warranty claim.

Exclusions

The warranty will not apply:

- a) for PVA roofs
- b) where product selection, surface preparation, application and product coverage (as determined by dry film thickness testing) do not comply with NuTech's Product Data and Application Guidelines;
- c) to the colour, appearance or workability of the NXT Cool Zone due to on-site mixing procedures, product additions and/or adverse curing conditions outside the control of NuTech;
- d) 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 will void this warranty completely;

Exclusions (cont.)

- e) where storage of all NuTech products used on a job is not in a manner approved by NuTech;
- f) where any NuTech product used, including NXT Cool Zone, has not been used within the recommended shelf life;
- g) where the alleged defect in the application of NXT Cool Zone is within acceptable industry variances;
- h) where NuTech cannot establish any fault in the NXT Cool Zone after testing and inspection;
- i) where the NXT Cool Zone coating has been used other than for the purpose for which it was designed;
- j) where the NXT Cool Zone, or the job on which the NXT Cool Zone 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 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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