

WARRANTY SOLUTIONS

DURATEC[®]

ELEMENTS₂ TEXTURED RANGE

Project Warranty



Product warranty	[Duratec Elements ₂ Range]
Project	[31b Hillside Road Project]
Environment	[Interior and Exterior Light Commercial] [C1-C5]
Colour	[Black]
Warranty number	[PCWNZ00000123]
Substrate and component	[Mild Steel, Balustrades]
Accredited Powder Coater	[ABC Powder Coating]
Project location	[New Zealand]
Date of powder coating	[29th June, 2024]
Date of issue of warranty	[30th June, 2024]
Cleaning schedule	<p>To ensure the life of your asset is maximized and to comply with Dulux Steel Shield™ warranty requirements, a simple and regular maintenance program must be implemented every every 12 months in-line with the Dulux Care and Maintenance of Powder Coated Surfaces brochure.</p> <p>For more information refer to the Dulux Care and Maintenance of Powder Coated Surfaces brochure at: duluxpowders.co.nz/tech-advice</p>



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Project Warranty Overview








The Duratec Elements₂ textured range is backed by a Steel Shield™ Project Warranty, which is available for mild steel, bright/semi bright steel, black/blue steel, when applied by a Dulux Accredited or Dulux Prime Accredited Powder Coater to the warranty specification on recommended project types, environments and conditions as detailed in this document and on duluxpowders.co.nz

1. The Product

Duratec Elements₂ textured range is a collection of distinctive, highly mar and scuff resistant textured finishes built to withstand the elements, delivered with warranty grade advanced super durable polyester thermosetting powder.

2. Project Types

The Duratec Elements₂ Steel Shield™ Project Warranty is suitable for the following project types:

	 NON-HABITABLE	 RESIDENTIAL <4 LEVELS	 RESIDENTIAL >3 LEVELS	 LIGHT COMMERCIAL <4 LEVELS	 COMMERCIAL >3 LEVELS	 PRESTIGIOUS COMMERCIAL	 MONUMENTAL
INTERIOR	•	•	•	•	•	•	•
EXTERIOR	•	•	•	•	•	•	•

- Non-habitable/Industrial projects are those that are not dwelling types. Examples can be furniture, bus shelters, signage etc.
- Residential properties < 4 levels are typically easy to maintain, given their height and access.
- Light commercial projects (< 4 levels) – these are sheltered from neighbouring buildings, but require greater durability due to higher usage and wear.
- High rise residential and commercial projects (>3 levels) – these are less sheltered from neighbouring buildings, raising their exposure and reducing their ease of maintenance.
- Prestigious commercial projects – these attract attention and require high quality finishes to uphold the longevity and design requirements.
- Monumental projects – these attract the most attention and have the highest standards required to uphold the reputation and protection expected from landmark sites.



Project Warranty Overview continued

3. Product Suitability

As well as project type, product suitability is determined by the environment and conditions that your project will be exposed to based on the corrosivity zone maps of New Zealand. Use the following table to identify where Duratec Elements₂ is suitable for:

Environment	Conditions	Corrosivity Zone	Carbon (Mild) Steel Corrosion Rate (g/m ² per year) ⁴	Example environments	Top Coat Duratec Elements ₂
Exterior Environments	Mild	C2 Low	10 – 200	Arid, dry, urban, inland, city	✓
		C3 Medium	200 – 400	Geothermal (>500m from source) ¹ and inland coastal (mild sea spray zone)	✓
	Severe	C4 High	400 – 650	Sea shore (medium sea spray zone), offshore Islands ³ and or geothermal (<500m from source) ²	✓
		C5 Very High marine and Industrial	650 – 1500	Sea shore (high sea spray zone e.g. surf), offshore Islands ³ and (near) heavy industrial	✓
Interior Environments	General Interior	C1 Very low	0 – <10	Dry interiors (homes)	✓
		C2 Low	10 – 200	Minor condensation (bathrooms)	✓
	Moderate Interior	C3 Medium	200 – 400	High moisture (dairy and food processing plants, breweries and commercial laundries)	✓
		C4 high	400 – 650	Significant contamination (swimming pools)	✓

Duratec Elements₂ warranties

All Duratec Elements₂ Steel Shield™ warranties are:

- Only suitable for coastal environments >10m from the high tide.
- Not suitable in strongly acidic or caustic environments so the pH must be between 5 and 9.
- In Mild (Medium) exterior environments and Moderate (Medium) interior environments, a 10 year corrosion warranty is available with Zincshield, E-Prime and the indicated top coat system. Without E-Prime a 5 Year corrosion warranty is available.
- Please refer to 'Environments close to liquids other than coastal, river and lake salt water environments' for warranty implications in such environments.
- Available only when applied by a Dulux Accredited or Dulux Prime Accredited Powder Coater to the warranty specification on recommended project types and conditions.

Conditions

1. Geothermal environments greater than 500m from a bore, mud pool, steam vent, or other source with a pH between 5 and 9. For a pH outside this consult Dulux.
2. Geothermal hot spots within 500m of a bore, mud pool, steam vent, or other source.
3. All offshore islands including Waiheke Island, Stewart Island, K'gari (Fraser Island) and Pacific islands e.g. PNG, Fiji, Samoa, Tonga, Tahiti, Noumea.
4. The corrosion rates for the first year of exposure for the different corrosivity categories of Aluminium and Carbon (Mild) Steel are determined by the following standards:
 - SNZ TS 3404 – Standards NZ Technical Specification – Durability requirements for steel structures and components
 - AS 2312.1 – Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings. Part 1: Paint coatings
 - ISO 9223 – Corrosion of metals and alloys – Corrosivity of atmospheres – Classification, determination and estimation⁵.

4. Important warranty considerations

Your warranty can be impacted:

1. If the Coating System has been graffitied;
2. By its proximity to other liquids other than coastal, river and lake salt water environments and geothermal environments; or
3. If a regular care and maintenance program is not implemented.

Environments close to liquids other than coastal, river and lake salt water environments

Please refer to the guidance below to understand the warranty limitations in all environments where powder coated assets are close to liquids other than coastal, river and lake salt water environments (e.g. near swimming pools, fountains, or showers).

	Chemically Treated ¹	Clean Tap, Fresh or Potable Water	Salt Water ¹	Other
Duratec	◆	●	◆	Seek advice from Dulux Call 0800 800 975

1. Aggressive liquids such as chemically treated liquids and salt water must be cleaned off immediately as per the Dulux Care and Maintenance of Powder Coated Surfaces guide.

Please note chemically treated water includes antimicrobial treatments, e.g. in pools, anti-corrosive chemicals, and soapy water in bathrooms and showers.

- ◆ Where indicated Steel Shield™ warranties are available on areas > than 1m from the liquid.
- Where indicated Steel Shield™ warranties are available any distance from the liquid.

All Dulux powder products are NOT suitable in strongly acidic or caustic environments so the pH must be between 5 and 9. Steel Shield™ warranties are not available if the powder coating is immersed in any liquid.

Geothermal considerations

For powder coated assets close to geothermal zones, the choice of product is dependent on the level of geothermal activity and specifically the distance from the geothermal source.

As Duratec Elements₂ is super durable it is suitable for environments close to geothermal activity (within 500m of the source) and beyond. The corrosion zones or categories still apply based on distance from the sea and other factors.

* Distance to Geothermal Environment	Duratec
Less than 500m from source	✓
Greater than 500m from source	✓

- ✓ Where indicated Steel Shield™ warranties are available any distance from the geothermal source.

* Distance from bore, mud pool, steam vent, or other source with a pH between 5 and 9. For a pH outside this consult Dulux.

5. SpecMap

Check your spec easily online



Dulux SpecMap is a smart online tool that provides an indicative top coat powder coating specification based on your project type, location, atmospheric corrosivity data and distance to the sea and other liquids. For more information and to use SpecMap, visit duluxpowders.co.nz/specmap

We always recommend contacting our Advice Line to confirm your project specification. Call 0800 800 975 or visit duluxpowders.co.nz

Project Warranty Overview continued

6. Warranty Benefits

The Dulux Duratec Elements₂ Steel Shield™ Project Warranty is made up of two key components, a corrosion warranty (for assurance the substrate will not corrode) and a colour warranty (for fade and chalking), from the date the coating is applied to the metal:

	<p>The Steel Shield™ Corrosion Warranty is your assurance that the substrate will not corrode.</p> <p>The powder coating will not corrode for the warranty period from the date the product is applied to the metal.</p>
	<p>The Steel 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

7. Performance Measures

Steel Shield Warranty	Item	Test Method	Acceptable Score
Corrosion Warranty	Cracking	AS/NZS 1580.481.1.8	Zero
	Flaking and Peeling	AS/NZS 1580.481.1.10	Zero
	Adhesion	AS 1580.408.4 Method B Cross Cut	Level 1 classification
	Corrosion	AS/NZS1580.481.3	*Less than or equal to 5%
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 and pastels will not exceed 2. Deep colours will not exceed 3

Please be aware that chalk, fade or colour may not be uniform if the surfaces are not equally exposed to the sun and the elements.

* The schematic showing Degree of Corrosion as percentages is contained in AS/NZS 2312.1: 2014 as Figure 10.1 Schematic Diagrammatic Examples for Estimating Rust Percentages. By 'Corrode' we mean that corrosion, according to this scale, will not exceed 5%.

8. Care and Maintenance Warranty Obligations

To ensure the life of your asset is maximized and to comply with Dulux Steel Shield™ warranty requirements, a simple and regular maintenance program must be implemented and recorded in-line with the Dulux Care and Maintenance of Powder Coated Surfaces schedule shown below.

Conditions	Corrosivity Zone	Example Environments	Recommended Minimum Cleaning
Mild	C2 Low	Arid, dry, urban, inland, city	Every 12 months
	C3 Medium	Light industrial, geothermal (>500m from source) and inland coastal (mild sea spray zone)	Every 12 months
Severe	C4 High	Sea shore (medium sea spray zone), offshore Islands and or geothermal (<500m from source)	Every 6 months
	C5 Very High	Sea shore (high sea spray zone e.g. surf), offshore Islands	Every 3 months
	C5 Very High	Heavy industrial	Every 3 months
General Interior	C1 Very Low	Dry interiors (homes, offices, shops)	Every 12 months
	C2 Low	Minor condensation (warehouses, sports halls)	Every 12 months
Moderate Interior	C3 Medium	High moisture (dairy and food processing plants, breweries, and commercial laundries)	Every 12 months
	C4 High	Significant contamination (swimming pools)	Every 6 months

Your project requires a minimum cleaning [EVERY 12 MONTHS].

Please note that the atmospheric corrosivity zone can be superseded for some commercial projects, eg airports and manufacturing sites, due to localised influencing factors such as:

- Levels of atmospheric pollution including salts, dirt and grime that can all accumulate over time.
- Winds carrying airborne debris that can cause erosive wear of the coating e.g. sand causing abrasion.

How to clean your powder coating

Clean your powder coating in 3 easy steps

Care and maintenance schedules are essential to ensure that the life of your asset is maximised whether the project is a residential, commercial or non-habitable project. Simply follow 3 important steps:

1. Carefully remove any loose surface deposits with a wet sponge by gently rubbing.
2. Clean by gently rubbing the surface with a soft brush (non-abrasive) and a dilute solution of a mild detergent, e.g. pH-neutral liquid hand or dishwashing detergent in warm water to remove dust, salt and other deposits. For stubborn stains use only recommended solvents on the affected area, e.g. Isopropyl alcohol (IPA) or methylated spirits and rinse off with clean water. Do not use other aggressive solvents.
3. Rinse the surfaces with clean fresh water after cleaning to remove all residues.

The Do's and Don'ts of protecting your powder coating

Do	Don't
<p>✓ Protect all powder coated joinery</p> <p>When building, renovating, plastering or painting around powder coated assets use approved tapes and films in accordance with the manufacturer's instruction.</p>	<p>✗ Use aggressive solvents or chemicals on the surface¹</p> <p>Do not use turpentine, white spirits, thinners, kerosene, citrus based cleaners, insect spray or other aggressive solvents.</p>
<p>✓ Remove unwanted paint and sealants</p> <p>Ensure all paint splatters or excess sealant are immediately removed before they dry.</p>	<p>✗ Rub powder coated surfaces excessively</p> <p>Do not rub powder coated surfaces excessively, especially metallic finishes.</p>
<p>✓ Use recommended solvents for stubborn stains only</p> <p>Use only Isopropyl alcohol (IPA) or methylated spirits and rinse off with clean fresh water.</p>	<p>✗ Allow sunscreen to come into contact with coated surfaces</p> <p>It is universally recognised some sunscreens adversely affect powder coated finishes.</p>
<p>✓ Regularly inspect</p> <p>Inspect your powder coating often and clean more regularly if required.</p>	<p>✗ Neglect recommended care and maintenance schedules</p> <p>To comply with Dulux Steel Shield™ powder coating warranties the recommended care and maintenance schedules must be adhered to.</p>
<p>✓ Clean in temperatures below 25°C</p> <p>Clean powder coated surfaces when the surface temperatures are below 25°C</p>	<p>✗ Clean in temperatures above 25°C</p> <p>Do not clean powder coated surfaces when the temperature is above 25°C</p>

1. Non approved solvents or products can cause damage that may not be visible immediately and may take up to twelve months to appear.

For more information refer to the Dulux Care and Maintenance of Powder Coated Surfaces brochure at duluxpowders.co.nz/tech-advice

Project Warranty Terms and Conditions

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

This warranty is provided to the Dulux Accredited and Prime 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 Dulux Product ('Asset Owner'). Any Asset Owner wishing to claim the benefit of this warranty must make the claim through the Dulux Accredited and Prime Accredited Powder Coater that completed the work.

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

If you are a consumer under the Consumer Guarantees Act 1993 (NZ) (the 'Act'), our goods come with guarantees that cannot be excluded under the Act. This warranty document and other documents or statements provided by Dulux do not exclude, restrict or modify the application of the Act or the exercise of rights conferred by other statutory provisions which cannot be excluded, restricted or modified.

Introduction

Dulux Powder Coatings, a division of DuluxGroup (New Zealand) Pty Ltd NZ ACN 133 404 118 (Dulux), 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 confidence in our coatings' potential to deliver an appropriate level of durability and performance.

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 Dulux 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 Dulux Specifications and the Dulux Accredited Powder Coater Steel Shield Manual.
3. **Design consideration** – All items to be coated should be designed and fabricated in accordance with the requirements set out in AS/NZS 2312:Section 3. The following design elements shall be avoided: narrow crevices, poor air circulation, depressions, sharp edges and corners, ledges, unsealed hollow sections, intermittent welding, undrained flat surfaces, unsealed flat surfaces in loose contact where moisture may be drawn in-between them by capillary action.
4. **Selection of Dulux Accredited Powder Coater** – The selection must be made of a Dulux Accredited and Prime Accredited Powder Coater that is experienced, capable, fully equipped and who has a demonstrable quality system, applicable to the type of work to be performed and the associated Standard(s).
5. **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, apart from the surface preparation thereof.
6. **Appropriate pre-treatment** – Abrasive blast clean all steel surfaces to be painted in accordance with AS1627.4 to visual standard AS1627.9 Class 2.5 (equivalent to ISO8501-1, Sa 2.5: Very Thorough Blast-Cleaning). Use a non-metallic medium.
9. **Appropriate curing and testing of coated product** – Dulux Accredited and Prime Accredited Powder Coaters must perform both curing and post production testing in-line with the Dulux Accredited and Prime Accredited Powder Coater Steel Shield Manual.

10. **Maintaining samples and records of all warranty applications** – In accordance with the Dulux Accredited and Prime Accredited Powder Coater Steel Shield Manual samples and records of the warranty application must be maintained.
11. **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. Blasted sections must never be handled with bare hands. Clean and lint free cotton gloves must be worn at all times when handling blasted sections. When packing powder coated assets, it is recommended that:
 - Sections must be adequately cooled prior to packing. The metal temperature must not exceed 40C on packing.
 - Appropriate protective wrapping is recommended prior to packing to avoid damage during transport.
 - 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
12. **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 Dulux Powders Care and Maintenance of Powder Coated Surfaces on duluxpowders.co.nz/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 Dulux 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 Dulux-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.

Dulux Accredited Powder Coater means a powder coater (also known as applicator) that is able to apply and issue our Dulux Steel Shield warranties. They can do this as they have demonstrated their capability to meet stringent quality conditions and international standards through accreditation testing and their accreditation is correct. References throughout this document to the Dulux Accredited and Prime Accredited Powder Coater are references to the Dulux Accredited and Prime Accredited Powder Coater detailed in Schedule A Part H. Powder Coater Details, who coated this project and to whom this warranty is provided.

Dulux Accredited Powder Coater Steel Shield Manual outlines the technical requirements for Steel Shield warranties.

2. Pre-Warranty Process

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

- a. prior to a Project commencing, Dulux must be notified in advance that a Dulux Coating System will be applied to the Project and a Warranty will be required. No Warranty will be issued if Dulux is notified after the commencement or completion of a Project. Notification should be done by a Dulux Accredited Powder Coater completing a Steel Shield pre-approval application via the powderportal.co.nz
- b. a current Dulux-endorsed set of Coating Schedules and a comprehensive Specification document must be in existence and suitable for this Project. These details should be reflected in the Schedule of this document;

Project Warranty Terms and Conditions continued

- c. the Dulux Accredited and Prime Accredited Powder Coater will make available to Dulux their quality control documents and purchase invoices to substantiate that a Dulux Coating System has been used throughout the Project and the Coating System was applied in accordance with the Coating Schedules and the Specification;
- d. the Dulux Accredited and Prime Accredited Powder Coater is responsible for the preparation of samples reflecting the specified Coating System and products. 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(g)).
- e. the warranty must have been issued within 12 months after the completion of the project – The issue of warranty is completed by the Dulux Accredited and Prime Accredited Powder Coater upon completion of a project. It follows the pre-approval that must have been completed prior to the project commencing and should 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 non-excludable warranties and conditions imposed by law, Dulux warrants that, if, during the Warranty Period, the Dulux Coating System does not perform in accordance with the Performance Measures and the Specification, and provided that it has been properly applied in accordance with the product instructions to Steel approved metals that have been pre-treated and blasted in accordance with the Coating Schedules, and provided that all other conditions specified in this Warranty have been met, then Dulux will provide the remedies set out in clause 3.2 of this Warranty.

3.2 Warranty Coverage

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

- a. Supply suitable replacement coating materials selected by Dulux for repair of affected areas of the Project; or
- b. pay the direct cost of having the Coating System repaired; or
- c. repair the Coating System; or
- d. refund the price paid for the Coating Systems.

Dulux 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 Dulux Accredited and Prime Accredited Powder Coater for the benefit of the Asset Owner. Dulux does not accept any responsibility for the Dulux Accredited Powder Coater failing to pass on the benefit of any of these remedies to the Asset Owner.

- a. The cost of repair or replacement shall be determined by Dulux using contractors, materials and practices selected by Dulux. Dulux will determine, at its reasonable discretion, the most appropriate materials and practices for remedying the failure.
- b. Where Dulux elects to repair, the Dulux Accredited and Prime Accredited Powder Coater will, upon request by Dulux, obtain and submit to Dulux two or more competitive bids for remedying the failures in the manner required by Dulux. Dulux reserves the right to reject such bids and may obtain additional bids itself.

Metal originally coated, but will not extend that original Warranty Period.

4. Limitations of the Warranty

4.1 Liability of Dulux

Dulux will not be liable under this warranty if:

- a. The Warranty is not issued within 12 months of completion of the project
- b. The Product is not applied in accordance with its instructions or the Coating Schedules, to appropriately prepared steel as detailed in the Dulux Accredited and Prime Accredited Powder Coater Steel Shield Manual
- c. The coated items are not appropriately designed in accordance with AS/NZS 2312: Section 3.
- d. The Project, product and/or Product Batches are outside those specified in the warranty schedule
- e. 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 Dulux Powders Care and Maintenance of Powder Coated Surfaces document on duluxpowders.com.au/tech-advice

- f. The Product which the Powder Coater applies is not within 2 years of manufacturing date and/or stored above 25°C.
- g. A Dulux Accredited and Prime 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; make samples available within 3 working days of the application of a Steel Shield™ Warranty. Currently there is not a requirement to supply test samples for every project however samples may be requested by Dulux in certain circumstances.
- h. The Dulux Accredited and Prime 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 Dulux shall be permitted to inspect such records and will immediately at the request by Dulux forward such records and retained production samples to Dulux for the purpose of further evaluation and testing. All records and retained production samples provided to Dulux from the Powder Coater must meet the minimum criteria described in the relevant Dulux Accredited Powder Coater Steel Shield™ Manual.
- i. The Dulux Accredited and Prime Accredited Powder Coater cannot provide Dulux with evidence that the Products were manufactured by Dulux and applied by the Powder Coater to this Metal.
- j. The Dulux Accredited and Prime 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, as a result of an error or defect in the formulation or manufacture of the Coating System.
- k. Dulux 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; faulty design and/or construction;
 - iii. the performance, workmanship or quality control procedures of the Dulux Accredited and Prime Accredited Powder Coater any other person associated with the Project;
 - iv. failure caused by another coating being applied over the Coating System without Dulux's approval or failure caused by graffiti on the Coating System;
 - v. where the metal has been primed or coated with a product other than that manufactured or specified by Dulux; Specification;
 - vi. where failure is associated with the drilling, milling, sawing or punching of holes in the coated surface, which are not then adequately sealed with a suitable sealant or mastic;
 - vii. 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 Dulux's reasonable control;
 - viii. without limitation, any other cause outside the reasonable control of Dulux.

4.2 Limitation of liability

To the maximum extent permitted by law, Dulux will not be liable under this Warranty (whether to the Dulux Accredited and Prime Accredited Powder Coater or to the Asset Owner):

- 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; or
- c. in respect to 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;
- d. unless all Coating System materials and related items or services supplied by Dulux in connection with the Project have been paid for in full. If payments due to Dulux 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 Dulux Accredited and Prime Accredited Powder Coater must notify Dulux in writing of the claim (including all particulars) within thirty (30) days of becoming aware of the defect. Exception: Where the Asset Owner resides outside the country in which the Dulux Accredited and Prime Accredited Powder Coater applied the coating, the Asset Owner may choose to notify Dulux directly of the claim.

Step two: On receipt of the Claim,

- a. Dulux must be given reasonable opportunity to inspect the coated Metal claimed to be defective. This must include the Dulux Accredited and Prime 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 Dulux Accredited and Prime Accredited Powder Coater's Steel Shield™ Manual were followed and the dates on which the Product was applied.
- b. The Powder Coater shall provide Dulux with evidence that the Products were manufactured by Dulux and applied by the Powder Coater to this Metal.

Step three:

Within 30 days of step two, Dulux must notify the Dulux Accredited and Prime Accredited Powder Coater in writing and advise Step three: 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 Dulux.

The Dulux Accredited and Prime 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

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

8. Indemnity by Dulux Accredited and Prime Accredited Powder Coater

The Dulux Accredited and Prime Accredited Powder Coater will indemnify Dulux for any loss, cost, damage or expense Dulux 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 Dulux Accredited and Prime Accredited Powder Coater.

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 Dulux Powder Coatings
31B Hillside Road Glenfield
Auckland 0627
New Zealand

Email: powers.advice@dulux.co.nz Or call 0800 800 975

10. General

The Dulux Accredited and Prime Accredited Powder Coater agrees that:

- a. if any provision in the Warranty is unenforceable, illegal or void, then that 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 New Zealand and the parties agree to submit to the nonexclusive jurisdiction of the courts of New Zealand.

11. Approval and Confirmation

11.1 Dulux Powder and Industrial Coatings Approval

Name: [Advice Team]

Title: [Warranty Administrator]

11.2 Applicators Confirmation

The Dulux Accredited and Prime Accredited Powder Coater hereby confirms that the Coating System was applied to the Project in strict accordance with the instructions provided by or available from Dulux including the Specification and that the Dulux Accredited and Prime Accredited Powder Coater will be responsible for any loss or damage caused or contributed to by its faulty application.

Name: [Customer Service]

Title: [Production Manager]

Company Name: [ABC Powder Coating]

Date: [18th September, 2024]

Schedule A

Schedule A details project details, coatings system, and powder coater details.

Part A: Project Name and Address				
Project Name	[31b Hillside Road Project]			
Country	[New Zealand]			
Address	Street Address	[31b Hillside Road]		
	Suburb/Town	[Glenfield]	Region/Province	[Auckland]
			Postcode/ZipCode	[0627]
Part B: Project Details				
Project Type, substrate, components				
Project Type	[Residential >3 Levels]			
Substrate	[Mild Steel]			
Components	[Balustrades]			
Environment and Conditions				
Environment	[Exterior]			
Conditions	[Mild – Medium (C3)]			
Proximity				
Proximity to coastal, river and lake salt water environments (exterior projects only)		[Between 10 and 100m from high tide]		
Proximity to liquids other than coastal, river and lake salt water environments		[1m to 2m from the liquid (ie outside the splash zone)]		
Is the project within 500m of a Geothermal Environment?		[No]		
Is the projects micro environment located in any heavy industrial classifications?		[No, the location is not heavy industrial]		
Design Considerations				
Have the items to be coated been planned and designed in accordance with AS/NZS 2312 Section 3?		[Yes]		
Substrate Preparation				
Prepared the steel in accordance with AS1627.4 to visual standard AS1627.9 Class 2.5 (equivalent to ISO8501-1, Sa 2.5: Very Thorough Blast-Cleaning)		[Yes]		
Used a non-metallic medium that will generate a surface profile of 35 to 65 microns (as tested to AS3894.5 Method A)		[Yes]		
Please detail where the blasting is done:		[On site]		

Part C: Care and Maintenance

The Asset Owner must employ a care and maintenance program in line with section 8 Care and Maintenance Warranty Obligations.

Also refer to the Dulux Powders Care and Maintenance of Powder Coated Surfaces at duluxpowders.co.nz/tech-advice for cleaning details.

Cleaning schedule	[Every 12 months]
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Part D: Coatings System

Top Coat

Product	[Duratec Elements ₂]
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Colour	[Black]
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Product Code	[9129024S]
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Batch numbers used on project	[D/A/24 90473;D/E/24 91868]
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Zincshield

Product	[Zincshield]
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Product Code	[9907036M]
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Batch numbers used on project	[D/A/24 98345; D/H/24 54367]
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Primer (if applicable)

Product	[E-Prime]
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Product Code	[9008109M]
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Batch numbers used on project	[D/A/24 90473;D/E/24 91868]
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Part E: Specification Number

Top Coat

Dulux Specification Number	[N/A]
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BCI Project ID	[N/A]
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Part F: Other Parties involved in this project

Fabricator or Franchise

Company Name	[Fab Fabricating]
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Main Contact	[Frank]
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Phone	[09 000 0000]
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Email	[N/A]
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Builder or Developer

Company Name	[Bob Builders]
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Main Contact	[N/A]
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Phone	[09 000 0000]
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Email	[N/A]
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Schedule A continued

Architect, Specifier, Designer			
Company Name	[Anna Architects]		
Main Contact	[N/A]		
Phone	[03 000 0000]		
Email	[N/A]		
End user, asset owner or consumer if applicable			
Company Name	[N/A]		
Main Contact	[N/A]		
Phone	[N/A]		
Email	[N/A]		
Part G: Powder Coater and application details			
Name and address of Dulux Accredited Powder Coater			
Business Name:	[ABC Powder Coating]		
Country:	[New Zealand]		
Address:	Street Address:	[31b Hillside Road]	
	Suburb/Town:	[Glenfield]	Region/Province: [Auckland] Postcode/ZipCode: [0627]
Phone	[08 000 0000]		
Part H: Powder Coating Details			
Confirmation of amount of product used by Powder Coater and completion dates			
Colour	[Black]		
Amount of powder used in Kg	[99]		
Actual coated area in sq. m	[787]		
Date of powder coating	[29th June, 2024]		
Date of issue of warranty	[30th June, 2024]		
Part I: Other conditions			
This warranty is subject to following further conditions or exemptions			
[this may or may not be added]			

Advice line

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

- Documented project specific specifications
- Written confirmation of your project's eligibility for a Steel Shield™ warranty
- Design, coating system and colour advice call **0800 800 975** or visit duluxpowders.co.nz

Offices

New Zealand

Dulux Powder Coatings
31B Hillside Road Glenfield,
Auckland 0627

T (64) 4 896 0911

Australia

Dulux Powder Coatings
1-15 Pound Road West,
Dandenong South VIC 3175

T (61) 3 8787 4500

East China

DGL International Powder Coatings
Room 417, Building 2,
No.127, Lane 127 Jinwen Road
Zhuqiao Town, Pudong New District
Shanghai, China 201323

T (86) 21 3825 8507

South China

DGL International Powder Coatings
Room 704, Building 10, Li He Technology Park,
99 Tao Yuan East Road, Shi Shan town,
Nan Hai, Fo Shan, Guangdong,
China 528200

T (86) 21 3825 8507