

Interpon[®]
powder coatings
EVERY COLOR IS GREEN

Interpon D3000
Fluoromax[®]



Interpon D3000 Fluoromax[®]

Platinum Product Performance Warranty

Akzo Nobel Pty Limited, ABN 59 000 119 424, "AkzoNobel" of 51 McIntyre Road, Sunshine North, VIC, Australia warrants to;

_____ (the Customer)

that any **Interpon D3000 Fluoromax[®]** as identified by the Product Codes listed below which have been manufactured and supplied by AkzoNobel to the Customer for the application to architectural aluminium extrusions, sheets or panels for use in the fabrication of curtain wall, windows and door systems and other fabricated architectural aluminium sections on the project identified below. **Interpon D3000 Fluoromax[®]** will conform to the standards set out in Clause 1 and Clause 2 of this Warranty, subject to the terms and conditions set out in Clause 3 of this Warranty.

Product Covered by this Warranty

Product Description:

Product Code:

Batch Number(s):

Project Covered by this Warranty

Name:

Location:

_____ (duly authorised for and on behalf of AkzoNobel)

_____ (Name and designation)

_____ (Signature)

_____ (Date)

_____ (duly authorised for and on behalf of AkzoNobel)

_____ (Name and designation)

_____ (Signature)

_____ (Date)

_____ (duly authorised for and on behalf of the Customer)

_____ (Name and designation)

_____ (Signature)

_____ (Date)

Dated: _____

Warranty No: _____

This Warranty is only considered valid subject to the attached conditions overleaf and which the Customer hereby acknowledges he has read and understood.



AkzoNobel

Clause 1: Warranty (on the building)

1.1 Film Integrity

During the Warranty Period there will be no visible checking or cracking of the specified **Interpon D3000** powder coating.

1.2 Color Integrity

1.2.1 Color Retention

During the Warranty Period the color change of the specified **Interpon D3000** powder coating shall maintain an average color consistency on the building of less than or equal to 5 (five) CIELAB ΔE units (please refer to Note 1).

During the Warranty Period any change in color which may occur to the specified **Interpon D3000** powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

Note 1: ΔE Units (Hunterlab) determines color change and is calculated in accordance with ASTM D2244, Section 6.3. Color change shall be measured across representative exposed powder coated surfaces that have been cleaned of oil, grease, dirt, chalk, oxidised film or other contaminants. Corresponding values shall be measured on the original retained batch panel (which has been stored in the dark at temperatures below 30 Degrees Celsius).

1.2.2 Chalking Resistance

During the Warranty Period chalking of the specified **Interpon D3000** powder coating will be no more than that represented by a No. 6 rating based on ASTM D 4214, test method A (Method D 659) when measured on the building averaged across representative exposed powder coated surfaces.

During the Warranty Period any chalking which may occur to the specified **Interpon D3000** powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

Clause 2: Warranty (on laboratory test panels)

2.1 Gloss Retention

The gloss retention of the specified **Interpon D3000** powder coating when applied to test panels shall be greater than or equal to 50% when exposed in accordance with Clause 7.9.1.1 of AAMA2605-05 and when measured in accordance with Clause 7.9.1.4 of AAMA2605-05.

During the Warranty Period any reduction in gloss which may occur to the specified **Interpon D3000** powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

2.2 Adhesion

The adhesion of the specified **Interpon D3000** powder coating, when initially applied to test panels and when exposed in accordance with AAMA2605-05 Clause 7.4.1.1 will show no removal of the film.

Clause 3: Terms and Conditions of the Warranty

3.1 The "Warranty Period" shall mean a period of twenty (20) years commencing on the date that the specified **Interpon D3000** powder coating and batch number(s) as detailed on this Warranty Card is/are used by the Customer or alternatively six (6) months from the date of the delivery of the specified **Interpon D3000** powder coating to the Customer, whichever is the sooner.

3.2 The performance criteria referred to in Clauses 1 and 2 of this Warranty are strictly conditional upon the specified **Interpon D3000** powder coating being applied to aluminium alloys, as specified in the **Interpon D** Approved Applicators Manual, in accordance with the instructions contained on the relevant product data sheet and the relevant DIN, ISO, AAMA or Akzo Nobel's coating standards (as the case may be). It is understood that gloss, chalk and color change may not be uniform if the surfaces are not equally exposed to the sun and the elements.

3.3 In the event of a valid claim the entire obligation of AkzoNobel shall be limited to the provision of replacement coating material and the payment of application costs as deemed necessary by AkzoNobel to repair the failure in-situ **PROVIDED THAT** AkzoNobel shall not be liable:

- i) unless written notice is given to AkzoNobel by the Customer within thirty

(30) days after the date of detection of the matter giving rise to the claim and, in any event, no later than twenty (20) years commencing on the sooner of the date that the specified **Interpon D3000** powder coating is used by the Customer or six (6) months from the date of its delivery to the Customer;

ii) unless a valid claim can be established under this Warranty such that the Customer can establish to the satisfaction of AkzoNobel that 5% or more of the total coated area to which the specified **Interpon D3000** powder coating has been applied failed to meet the performance criteria referred to in Clauses 1 and 2, as a result of an error or defect in the formulation or manufacture of the specified **Interpon D3000** powder coating;

iii) for any claim made, or, arising out of any damage or deterioration occurring, during any period when the Customer did not meet the requirements for **Interpon D** Approved Applicator status set out in the **Interpon D** Approved Applicators Manual supplied to the Customer, of which the Customer hereby acknowledges receipt ("The Applicator Requirements");

iv) under any circumstances for any claim, whether arising in contract, tort (including negligence) or otherwise for any consequential economic or other indirect damage, loss and expense including loss of profits, income, contracts, business, production or goodwill for any claims made against the Customer by third parties; and/or

v) if any of the circumstances set out in Clauses 3.3 and 3.4 apply;

vi) unless the customer shall prove to the reasonable satisfaction of AkzoNobel that the specified **Interpon D3000** powder coating, as applied, has failed to meet the performance criteria referred to in Clauses 1 and 2.

Notwithstanding any other terms of this Warranty, any liability of AkzoNobel is conditional upon the strict adherence of the pre-treatment and application procedures set out in the requirements of the **Interpon D** Approved Applicator Manual. AkzoNobel specifically excludes any liability for any failure of the coating arising out of the Customer's failure to comply with any of these obligations including, but not limited to, any failure in the adhesion of the coating such as, but not limited to, any blistering, delamination or flaking of the coating. Any repairs under this Warranty may only be carried out by AkzoNobel or, after consultation with AkzoNobel, by an applicator approved in writing by AkzoNobel. Should any rectification of the specified **Interpon D3000** powder coating be required it is a condition of this warranty that the Customer obtain two written quotations for the repair and submit them to AkzoNobel for approval. AkzoNobel reserves the right to reject any or all quotations submitted for the rectification of any potential claim and may obtain an alternative quotation to cover any agreed repairs.

3.4 In addition to Clause 3.3, AkzoNobel shall not be liable under this Warranty in the event that any one or more of the following circumstances occur:

i) any damage to or deterioration of the coating system arising from causes beyond the control of AkzoNobel including but not limited to impact, abrasion, mechanical damage, neglect, malicious damage, fire damage, pollution and abnormal weather conditions;

ii) where the surfaces have been recoated or touched up for one reason or another, or where more than one coat of **Interpon D3000** has been applied to any surface, or where any surface has been stripped and re-coated with **Interpon D3000** without the prior written agreement of AkzoNobel;

iii) where failure is associated with the sawing off, or the drilling, milling or punching holes in the coated surface, which are not then adequately sealed with a suitable sealant or mastic;

iv) where the failure is associated with post forming or other post fabrication processes;

v) where failure is associated with

prolonged exposure of the coatings to temperatures in excess of 70 Degrees Celsius, or to acid, alkali, solvent or any other hazardous sources which are known or believed to be damaging to powder coatings;

vi) where failure is associated with continuous exposure of the coating to the direct influence of salt water unless prior to the application of the coatings, AkzoNobel has confirmed its agreement in writing to the Customer to Warranty the coating as applied to the property in a specified location;

vii) where failure is associated with the use of adhesive tapes, or with the use of sealants or mastics;

viii) where failure is associated with jig marks or other fixing points;

ix) where the coated surfaces have not been maintained by the Customer in accordance with AkzoNobel's recommended maintenance procedures as stipulated in the **Interpon Powder Coatings Care and Maintenance Brochure** (a copy of which is attached and which the customer hereby acknowledges he has read and understood) together with other appropriate literature available from AkzoNobel;

x) damage or deterioration caused by any accident or normal wear and tear, or by any default or misuse of the specified **Interpon D3000** powder coating by the Customer or by any third party;

xi) where the specified **Interpon D3000** powder coating has not been stored in accordance with the product data sheet recommendations i.e. in dry, cool conditions below 25 Degrees Celsius;

xii) any claim arising out of the use of the specified **Interpon D3000** powder coating with equipment or materials not set out in the published product literature of AkzoNobel or that could be reasonably contemplated by AkzoNobel;

xiii) any claim arising out of any alteration, modification or repair by a third party not expressly approved in writing by AkzoNobel; or

xiv) any claim arising out of the specified **Interpon D3000** powder coating or the items to which it is applied having been subjected to experimental operation or any type of operation or use in contravention of the specification or operational limitations.

3.5 The Customer shall maintain the following records for the project and, in the event of a claim, the Customer shall make such records available to AkzoNobel or its nominee, servant or agent for inspection and/or to make copies thereof:

- plant pre-treatment records;
- plant oven temperature records;
- full application records and quality control records for each production run of the project;
- maintenance records including details of washing and cleaning procedures; and
- any other data needed to construct the chronological service history of the coating system.

In addition the Customer shall permit AkzoNobel or its nominee, servant or agent, should AkzoNobel so request, to inspect the property to which the **Interpon D3000** has been applied.

3.6 If AkzoNobel carries out any testing of the Customer's procedures or operations or makes any recommendations, suggestions or advice in respect thereof or provides the Customer, its employees, agents or contractors with technical advice relating to the use or application of **Interpon D3000** powder coatings (regardless of any approval given by AkzoNobel that the Customer be an **Interpon D** Approved Applicator or otherwise and including without limitation the matters set out in the **Interpon D** Approved Applicators Manual) or the use of any equipment to be used in connection therewith or otherwise (hereinafter referred to as "Services"), all reasonable efforts have been taken to secure that any Services so provided are accurate and useful and that AkzoNobel gives no representation, warranty or undertaking to the accuracy, completeness,

usefulness, suitability, effect or otherwise of the Services or the quality or condition of such equipment or otherwise and, AkzoNobel shall not be liable in respect of any act, omission, deficiency, neglect or otherwise in the provision of any Services or any other matter associated therewith.

3.7 The Customer agrees that it will at all times hereafter hold harmless and indemnify AkzoNobel against all third party claims for loss, damage, or expenses brought against AkzoNobel of whatsoever nature and howsoever arising caused by or related to the specified **Interpon D3000** powder coating, the coating system, its application, repair or replacement under this Warranty, or by, or as a result of the provision of any Services, as that is defined in Clause 3.6 above.

3.8 Notwithstanding anything to the contrary in this Warranty, nothing in this Warranty shall exclude, restrict, or limit the liability of AkzoNobel for death or personal injury resulting from the negligence of AkzoNobel or affect the statutory rights of the Customer.

3.9 This Warranty sets out the entire liability of AkzoNobel for any fault or claim arising out of or in connection with the quality or condition of all **Interpon D3000** powder coatings supplied to the Customer (including but not limited to the merchantable quality and fitness for purpose of **Interpon D3000** powder coatings). All warranties, representations, conditions and terms, (whether express or implied, written or oral) as to any such matters are hereby expressly excluded to the fullest extent permitted by law and for the avoidance of doubt the warranty contained in Clause 6 of AkzoNobel's Conditions of Sale (a copy of which is attached and which the Customer hereby acknowledges he has read and understood) is expressly superseded by this Warranty.

3.10 Any alterations to or modifications of this Warranty must be in writing and signed by authorised representatives of the Customer and AkzoNobel.

3.11 This Warranty is granted to the Customer alone as the purchaser of the specified **Interpon D3000** powder coating and is nontransferable and non-assignable in whole or in part. The Customer shall not itself or permit its agents, representatives or contractors to represent or imply that this Warranty extends to or is available to anyone other than the Customer. The Customer cannot make any representations or provide any advice in relation to any products on behalf of AkzoNobel.

3.12 All communications relating to this Warranty shall be in writing and deemed duly served:

- a) three (3) days after it has been sent by prepaid registered post addressed to the address of the party concerned as stated herein or the last known addresses of the parties hereto; or
- b) immediately upon receipt if delivered by hand or properly sent by telex, email or facsimile transmission.

3.13 All correspondence in relation to this Warranty must be addressed to:

The Marketing Manager
Interpon Powder Coatings
PO Box 26
Sunshine North VIC Australia 3020

3.14 This Warranty represents the entire agreement between the parties hereto in relation to the subject matter and supersedes any previous agreement whether written or orally expressed or implied between the parties hereto in relation to the subject matter.

3.15 This Warranty shall be construed in accordance with the laws of New South Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the New South Wales courts to settle any disputes which may arise in connection with this Warranty.

3.16 The schedule annexed hereto shall be read, construed and taken to be an essential part of the Warranty and shall form an integral part hereof.

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