Dulux Acratex Roof Coating Material Warranty - Residential

If you are a consumer under the Australian Consumer Law (the 'Act'), our goods come with guarantees that cannot be excluded under the Act. 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

This warranty is provided to the Customer by Dulux Acratex, a division of DuluxGroup (Australia) Pty Ltd (ACN 000 049 427) of 1956 Dandenong Road, Clayton, Victoria 3168 (Dulux Acratex) on the terms set out below. The benefits of the Warranty are in addition to other rights and remedies under any applicable law, and this Warranty does not exclude, restrict or modify any non-excludable statutory rights.

1. DEFINITIONS For the purposes of this Warranty

Applicator means the applicator who applied the Product or System.

Customer means the owner of the Premises or the Applicator, as applicable.

Premises means the residential building on which the Product or System is applied.

Product means Metal Roof Renew, Roof Membrane Gloss or Roof Membrane Satin, as applicable.

Product Directions means the Dulux Acratex Roof Application Guide, Dulux Acratex Roof Care & Maintenance Guide, the relevant Dulux Specification (if any), relevant Product data sheet(s), Product label(s), and Dulux Acratex website materials for the Product(s) provided or made available by Dulux Acratex.

Residential building means a single occupancy dwelling, where the primary purpose is residential.

Substrate means the surface to which the Product or System is applied.

System means the relevant system as set out in paragraph 3 of this Warranty.

2. WARRANTY VALIDITY

This Warranty is only enforceable by the Customer and is not transferable. It applies to Products sold by Dulux Acratex and applied by a professional applicator to a Residential building in accordance with the Product Directions. In order to make a claim under this Warranty, the Customer must follow the claims process set out in paragraph 6, and the Products or System must have been paid for in full.

3. WARRANTY

Except as set out in paragraph 5 (and any other exclusions in the Product Directions), Dulux Acratex warrants to the Customer that the Product or System when applied in accordance with the Product Directions will retain its film integrity and not peel or crack under normal weather conditions, as a result of faulty manufacture for the period set out in the table below, commencing from the date of purchase from Dulux Acratex.

	CONDITION	PRIMERS & SEALERS	MEMBRANES		WARRANTY
CONCRETE TILES	Powdery/ previously painted	**Dulux Acratex Roof Sealer SB** 1 coat	**Dulux Acratex Roof Membrane GLOSS** 2 coats	**Dulux Acratex Roof Membrane SATIN** 2 coats	**15 Years**
	Non powdery, good condition some colour remains	**Dulux Acratex Roof Sealer WB** 1 coat			
	Pitted/aged no colour left	**Dulux Acratex Roof Primer Surfacer** 1 coat			

	CONDITION	PRIMERS & SEALERS	MEMBRANES		WARRANTY
TERRACOTTA TILES	Uncoated sound, weathered glazed and unglazed terracotta roof tile **Not suitable for aged or crumbling tiles**	**Dulux Acratex Terracotta Roof Primer** 1 coat	**Dulux Acratex Roof Membrane GLOSS** 2 coats	**Dulux Acratex Roof Membrane SATIN** 2 coats	**15 Years**

		CONDITION	PRIMERS & SEALERS	Dulux Acratex Roof Membrane GLOSS	Dulux Acratex Roof Membrane SATIN	Dulux Acratex Metal Roof Renew	WARRANTY
METAL ROOF	NO RUST	Colorbond® new un-weathered or near new (unchalked)	**Dulux Protective Coatings Luxaprime® UMP³** 1 coat	2 coats	2 coats	2 coats	**15 Years**
		Colorbond aged/weathered uncoated in good condition (chalked)	-	-	2 coats	3 coats	**15 Years**
		Colorbond aged/weathered uncoated in good condition (chalked)	-	-	-	2 coats	**10 Years**
		New un-coated Zincalume®, Zincanneal®, aluminium & aged Colorbond roofing in good condition	**Dulux Acratex Roof Primer MX Plus** 1 coat	2 coats	2 coats	2 coats	**15 Years**
	LIGHT RUST	Rust spots on aged uncoated Colorbond - precoated sheet steel	**Dulux Protective Coatings Durebild® STE³** 1 coat	2 coats	2 coats	2 coats	**15 Years**
			Dulux Protective Coatings Durebild STE Spot Prime / **Dulux Acratex Roof Primer MX Plus** 1 coat	2 coats	2 coats	2 coats	**15 Years**

4. WARRANTY COVERAGE

If, subject to the terms of the Warranty and limitations set out in clause 5 below, the Products or Coating System do not perform in accordance with the Warranty set out in paragraph 3 during the applicable Warranty period, Dulux Acratex will (after undertaking all reasonable investigations and assessments), at its option, either:

a) replace the Products/System or supply equivalent Products;

b) Repair the Products/System; or

c) refund the price paid for the Products.

To the extent permitted by law, the value of product supplied, or the sum of money refunded will not exceed the value of the original Product purchase and will be reduced by a percentage equal to the portion of the Warranty period that has expired at the date the relevant non-performance is notified to Dulux Acratex, divided by the full Warranty period. Dulux Acratex is not responsible under the Warranty for, or for paying the costs of or associated with:

a) removing coatings or reapplying the Product;

b) providing equipment such as scaffolding or other access equipment;

c) site establishment, access and administrative costs associated with any required rectification works;

d) other actions or work needed to allow reapplication or repair to occur, and related costs or damages, unless it is required to do so under the Act.

5. LIMITATIONS OF WARRANTY

Subject to non-excludable guarantees under the Act, this Warranty does not cover defects arising out of or caused by:

a) the Products or System not being applied in accordance with the Product Directions, including failure to prepare a surface correctly and / or apply at the recommended dry film thickness as per the Product Directions;

b) the Products or System being applied to a previously painted roof;

c) lack of proper maintenance or care in accordance with the Product Directions, including regular cleaning of the Products or System to remove dirt and contaminants and prompt repair of any damaged areas of the System or Substrate;

d) faulty workmanship or preparation, application and installation of the Products or System;

e) any one or more of:

   i) fair wear and tear;

   ii) errors in product, surface or Substrate suitability or preparation, product application, use, maintenance or care by the Customer or any other third party, including failure to observe any Product Directions;

   iii) application or presence of another third party product under or over the Products or System;

   iv) applying the Products or Systems during unsuitable weather conditions (temperature, humidity or rain, including during the curing process);

   v) the Substrate on which the Products or System is applied not meeting all statutory requirements, the National Building Code Standards, or applicable Australian standards (Building Standards);

   vi) faulty, non-compliant or inadequate design or building construction of the Premises, including where the Premises fails to meet Building Standards;

   vii) hydrostatic pressure, settling, movement, cracking, lifting, peeling, flaking, failure or other deterioration of the Substrate;

   viii) the Substrate being unsuitable for the application or performance of the Products or System, including where the Substrate:

      - has a moisture level in excess (at any time) of the level recommended in the Product Directions or in any other Building Standards;
      - is not suitable for the type of primer or Product applied; or
      - has not been properly prepared in accordance with the Product Directions;

   ix) corrosion, water leaks, ingress of moisture or other contaminants or moisture pooling on surfaces without adequate drainage;

   x) contact with chemicals (solvents, detergents, pollutants) or exposure to harsh chemical or excessively salty environments;

   xi) excessive foot traffic;

   xii) use of adhesive tapes, sealants, or mastics;

   xiii) any other exclusions in the Product Directions;

   xiv) the performance, workmanship or quality control procedures of the Applicator or any other third party.

   xv) earthquakes, fire, cyclones, floods or other severe weather conditions, natural disasters or unusual climatic conditions;

   xvi) other events or acts beyond the reasonable control of Dulux Acratex, including accidental, deliberate or negligent damage by any person other than Dulux Acratex.

In addition,

f) This Warranty does not cover efflorescence or cosmetic surface changes, including the growth of mildew, mould, algae or fungi or aesthetic variations in colour, texture, or surface pattern, including effects caused by glancing light.

g) This Warranty does not cover colour fade.

h) This Warranty does not cover previously painted roofs or Substrates, where the coating has been applied post installation of the Substrate.

i) This Warranty is for Products or Systems applied to single-occupancy Residential buildings and does not cover Products or Systems applied to commercial or multi-residential (including gated communities or strata) premises.

6. MAKING A WARRANTY CLAIM

To make a claim under this Warranty, within 30 days of becoming aware of any alleged defect or failure of the Products or System and within 90 days of the alleged defect or failure becoming reasonably apparent:

a) If you are the owner of the Premises, please contact the Applicator in the first instance. The Applicator can make a claim on your behalf, with your consent.

b) To claim under the Warranty, the Customer must provide proof of purchase that shows the products purchased and date of purchase.

c) If you are the Applicator, or the owner of the Premises who is unable to make contact with the Applicator, to lodge claim contact Dulux Help & Advice on 13 25 25 or dulux.customer.service@dulux.com.au with details of the Premises, a description of the defect or failure and the proof of purchase.

d) Dulux Acratex must be allowed to investigate the alleged defect and confirm that Dulux Acratex products were used, which may include obtaining photographs and other records from the Applicator or Customer and/or allowing Dulux Acratex to access the Premise to inspect the applied Products or System and take samples, if requested.

The person claiming under the Warranty is responsible for any expenses incurred in making the claim, except where they are entitled to recover such expenses under the Act, in which case Dulux Acratex will bear those expenses. Any claims for expenses must be notified in writing, with acceptable substantiation provided, within 30 days from when the Warranty claim is made.