

Dulux[®]**POWDER
COATINGS**

WARRANTY SOLUTIONS

DURATEC[®]ZEUS[®] SOLID COLOUR RANGE

Commercial Project Warranty

**ALUMI
SHIELD**[™]
WARRANTY

Product Warranty	Duratec Zeus
Project	Wellington Convention centre
Environment	Exterior
Colour	Black
Warranty No	PCWNZ00000917
Substrate and component	Sheet Aluminium, Cladding
Accredited Powder Coater	Powder Coating Services
Fabricator	Ullrich Aluminium
Project Location	New Zealand
Date of Completion of project	17th October, 2022
Date of issue of warranty	20th April, 2023
Cleaning schedule	To ensure the life of your asset is maximized and to comply with Dulux Alumi Shield [™] warranty requirements, a simple and regular maintenance program must be implemented and recorded every 12 months in-line with the Dulux Care and Maintenance of Powder Coated Surfaces brochure. For more information refer to the Dulux Care and Maintenance of Powder Coated Surfaces brochure at: duluxpowders.co.nz/tech-advice



 New Zealand
Worth doing, worth Dulux.[®]

Contents

Commercial Project Warranty Overview

1. The Product	3
2. Project Types	3
3. Product Suitability	4
4. Important warranty considerations	5
5. SpecMap	5
6. Warranty Benefits	6
7. Performance Measures	6
8. Care and Maintenance Warranty Obligations	6

Standard Warranty Terms and Conditions

Introduction	8
Roles and responsibilities	8
Terms applying to the warranty	8
1. Pre-warranty process	8
2. The warranty	9
3. Limitations of warranty	9
4. Claims under the warranty	10
5. Disputes	10
6. Applicators warranties	10
7. Indemnity by powder coater	10
8. Notifications	10
9. General	10
10. Approvals and confirmations	10
11. Definitions	10
Schedule A	11

Commercial Project Warranty Overview

The Duratec Zeus solid colour range is backed by an Alumi Shield™ Commercial Project Warranty, which is available for architectural aluminium applications, including perforated and expanded aluminium, 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 Zeus solid colour range is a collection of on trend solid colours, delivered with warranty grade advanced super durable polyester thermosetting powder.

2. Project Types

The Duratec Zeus Alumi Shield™ Commercial Project Warranty is suitable for the following project types:

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

- 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.



Commercial 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 Zeus is suitable for:

Environment	Conditions	Corrosivity Zone	Aluminium Corrosion Rate (g/m ²) ⁴	Example environments	Top Coat Duratec Zeus
Exterior Environments	Mild	C2 Low	≤ 0.6	Arid, dry, urban, inland, city	✓
		C3 Medium	0.6 – ≤ 2.0	Geothermal (>500m from source) ¹ and inland coastal (mild sea spray zone)	✓
	Severe	C4 High	2 – ≤5	Sea shore (medium sea spray zone), offshore Islands ³ and or geothermal (<500m from source) ²	✓
		C5 Very High marine & Industrial	5 – ≤10	Sea shore (high sea spray zone e.g. surf), offshore Islands ³ and (near) heavy industrial	✓
Interior Environments	General Interior	C1 Very low	Negligible	Dry interiors (homes)	✓
		C2 Low	≤ 0.6	Minor condensation (bathrooms)	✓
		C3 Medium	0.6 – ≤ 2.0	High moisture (dairy and food processing plants, breweries and commercial laundries)	✓
		C4 high	2 – ≤5	Significant contamination (swimming pools)	✓

Duratec Zeus warranties

All Duratec Zeus Alumi 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.
- Available only when applied by a Dulux Accredited or Dulux Prime Accredited Powder Coater to the warranty specification on recommended project types and conditions.

Perforated and expanded aluminium

Alumi Shield™ warranties on perforated and expanded aluminium are available for Duratec Zeus in the following environments:

- Interior – General Interior conditions (E-Prime/Grey Primer base coat not mandatory); Moderate Interior (E-Prime/Grey Primer base coat mandatory).
- Exterior – Mild (E-Prime/Grey Primer base coat not mandatory); Severe: (E-Prime/Grey Primer basecoat mandatory).

For more information about specifications on perforated and expanded aluminium visit duluxpowders.co.nz/perforated-aluminium

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 are determined by the following standard: ISO 9223 – Corrosion of metals and alloys – Corrosivity of atmospheres – Classification, determination and estimation.

4. Important warranty considerations

Your warranty can also be impacted by its proximity to other liquids other than coastal, river and lake salt water environments and geothermal environments. A regular care and maintenance program must be implemented for warranty compliance.

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 Alumi Shield™ warranties are available on areas > than 1m from the liquid.

● Where indicated Alumi 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.

Alumi 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 Zeus 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 Alumi 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

Commercial Project Warranty Overview continued

6. Warranty Benefits

The Dulux Duratec Zeus Alumi Shield Commercial Project Warranty is made up of two key components, a durability warranty (film integrity) and a colour warranty (for fade and chalking), from the date the coating is applied to the metal:

	<p>The Alumi Shield™ Durability warranty is your assurance of film integrity. 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>
	<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"> • Fade¹ • Chalk²

7. 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 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

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.

8. Care and Maintenance Warranty Obligations

To ensure the life of your asset is maximized and to comply with Dulux Alumi 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

Conditions	Corrosivity Zone	Example Environments	Recommended Minimum Cleaning
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 indicated by SpecMap 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 be 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 & 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 products applied to the surface¹</p> <p>Do not use turpentine, white spirits, thinners, kerosene, citrus based cleaners or other aggressive solvents or products.</p>
<p>✓ Remove unwanted paint & 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 Alumi 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

Commercial Project Warranty Terms and Conditions

This warranty is provided for the benefit of the owner of the asset (the Asset Owner) where a Dulux Accredited or Prime Accredited Powder Coater has powder coated the asset with the relevant Dulux Product. Any Asset Owner wishing to claim the benefit of this warranty can make the claim direct to Dulux, through the Dulux Accredited or 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 or Prime Accredited Powder Coater. However, where the obligations are outside the control of the Dulux Accredited or Prime 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.

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 New Zealand, a division of DuluxGroup (New Zealand) Pty Ltd NZ ACN 133 404 118, trading as Dulux Powder Coatings supplies high quality powder coating 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.

This commercial project warranty applies to Residential projects (>3 levels), Light Commercial projects (<4 levels) and All Commercial (>3 levels) projects.

Roles & 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 of the recipient to address as a condition of warranty protection.

For effective performance from powder coatings, the following should be considered prior to the commencement of any work and during and after application:

1. Application must use high quality Dulux powder coating products suitable for the environment (see table in Schedule A).
2. Thorough evaluation of the project environment and substrate must be undertaken to select suitable coating products in line with approved Dulux Specifications and the Dulux Accredited and Prime Accredited Powder Coater Alumi Shield™ Manuals.
3. A Dulux Accredited or Prime Accredited Powder Coater must:
 - be selected that is experienced, capable, fully equipped with a demonstrable quality system, applicable to the type of work to be performed and the associated industry Standard(s);
 - ensure the product technical data sheets are followed to appropriately apply the coating to the substrate, overspray is managed, records (including product batch records) are kept and maintained, appropriate storage is available;
 - perform both curing and post production testing with samples and records retained in-line with the Dulux Accredited and Prime Accredited Powder Coater Alumi Shield™ Manuals; and
 - ensure application is maintained in line with the Dulux Accredited and Prime Accredited Powder Coater Alumi Shield™ Manuals.
4. A high level of care and attention is essential in fabrication and the original condition and detailing of the substrate prior to surface preparation and coating application. This includes managing sharp edges, weld spatter, weld undercut and so on.
5. The aluminum to be coated must be stored in an area which is dry and where there is no possibility of chemical contamination.
6. Compliance with appropriate pre-treatment process parameters is essential in adhering to etch, conversion coating weights and conductivity of final rinse. The pre-treatment process must meet the requirements set out in the Dulux Accredited or Prime Accredited Powder Coater Alumi Shield™ Manuals.

7. Care in packing and transportation is essential to ensure that all powder coated sections are received in good condition. When packing powder coated assets, it is recommended that:
 - Sections are adequately cooled prior to packing with metal temperatures not exceeding 40° when packing.
 - Appropriate protective wrapping is applied 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. Care must be taken to avoid air bubbles created by tapes and protective wrapping.
8. A building care and maintenance program must be implemented and recorded to ensure powder coated surfaces are appropriately cleaned of any accumulation of concentrated deposits and pollutants as per the Dulux Powders Care and Maintenance of Powder Coated Surfaces guide at duluxpowders.co.nz/tech-advice

Terms Applying to the Warranty

1. Pre-Warranty Process

A warranty is conditional on the following occurring:

- a) The Dulux Prime Accredited Powder Coater must have supplied and passed all monthly testing or the Dulux Accredited Powder Coater must have supplied and passed all project testing of suitably prepared samples in accordance with the Dulux Accredited Alumi Shield™ Manuals including accelerated long term durability testing of 1000 hour acetic salt spray testing at the Dulux Technical Centre.
- b) The Asset Owner and its appointed project manager must also be provided with samples prior to the commencement of the application of the Coating System for approval (including their appearance) and these samples must be preserved as a benchmark during the Project and after its completion (see also section 3(a)(x)).
- c) The Dulux Accredited or Dulux 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.

2. The Warranty

Subject to the terms and conditions of this Warranty (and any other warranties and conditions implied by law that Dulux cannot exclude), if the Coating System does not perform in accordance with the Performance Measures and the Specification when properly applied to the chemically cleaned and pre-treated substrate, then 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 offer the below remedy during the Warranty Period:

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

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 or Prime Accredited Powder Coater for the benefit of the Asset Owner. Dulux does not accept any responsibility for the Dulux Accredited or Dulux Prime 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 who 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 or Prime Accredited Powder Coater may obtain and submit to Dulux two or more competitive bids for remedying the failures in the manner required by Dulux. Dulux may accept a bid provided or may obtain additional bids itself. Upon acceptance by Dulux of a bid, Dulux may authorise the Dulux Accredited or Dulux Prime Accredited Powder Coater, in writing, to proceed with the required corrective work and the way 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/or Fabricator and the Asset Owner (or any other party with an interest) of any and all further claims against Dulux arising from such failure, Dulux will pay the Dulux Accredited or Dulux Prime Powder Coater's authorised costs of labour and materials.

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

3. Limitations of the Warranty

To the maximum extent permitted by law, Dulux will not be liable under this Warranty:

- a. if:
- i. the source of the failure 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. Further, this Warranty does not apply if the environment is not properly sealed, or if the seal fails.
 - ii. the Product is not applied in accordance with its instructions or the Coating Schedules to the pre-treated Substrate.
 - iii. coating weights of chromate conversion do not meet Dulux approved specifications and/ or are not applied as described in the Dulux Accredited and Prime Accredited Powder Coater Alumi Shield™ Manuals and any current Dulux Product Data Sheets.
 - iv. non-chrome conversion coatings (if used by Dulux Accredited or Prime Accredited Powder Coater) are not applied and maintained in accordance with the Dulux Accredited and Prime Accredited Powder Coater Alumi Shield™ Manuals and the pre-treatment suppliers instructions.
 - v. chrome and non-chrome conversion coatings fail to provide adequate corrosion protection as specified by the conversion coating supplier.
 - vi. the Project, Product and/or Product Batches are outside those specified in the Coating Schedules to this Warranty
 - vii. appropriate systematic building maintenance programme is not undertaken and recorded to periodically clean the surface of any accumulation of concentrated deposits and pollutants. Refer to the Dulux Powders Care and Maintenance of Powder Coated Surfaces document at duluxpowders.co.nz/tech-advice
 - viii. the Product which the Dulux Accredited or Prime Accredited Powder Coater applies is not within 2 years of manufacturing date and/or stored above 25°C.
 - ix. a Dulux Prime Accredited Powder Coater does not provide monthly samples or a Dulux Accredited Powder Coater does not provide Project samples to Dulux and does not retain throughout the relevant Warranty Period the powder coated samples relating to the Project.
 - x. the Dulux Accredited or 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 the Substrate in the Project. The Dulux Accredited or Prime Accredited 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 Dulux Accredited or Prime Accredited Powder Coater must meet the minimum criteria described in the relevant Dulux Accredited Powder Coater Alumi Shield™ Manuals.
 - xi. the Dulux Accredited or Prime Accredited Powder Coater cannot provide Dulux with evidence satisfactory to Dulux that the Products were manufactured by Dulux and applied by the Dulux Accredited or Prime Accredited Powder Coater to the Substrate.
 - xii. the Dulux Accredited or 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, because of an error or defect in the formulation or manufacture of the Coating System.

- b. 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 discolouration; faulty design and/or construction;
 - iii. the performance, workmanship or quality control procedures of the Dulux Accredited or Prime Accredited Powder Coater, Fabricator or any other person associated with the Project;
 - iv. where the Substrate has been primed or coated with a product other than that manufactured and specified by Dulux;
 - v. if another coating has been applied over the Coating System without Dulux's approval. Please note Dulux Powder Coatings Dab Sticks and Spray Cans are not warrantable finishes – they are cosmetic only;
 - vi. weld damage including burning and areas suffering from electrical discharge, stray electrical current or incompatible welding electrodes, incomplete or failed welds;
 - vii. mechanical damage to the product caused by construction, handling, transport, or external sources;
 - viii. exposure to chemicals and/or localised environmental conditions excepting those expressly approved in the Specification;
 - ix. 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;
 - 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 Dulux's reasonable control;
 - xi. without limitation, any other cause outside the reasonable control of Dulux;
- c. for any costs associated with site establishment, access and administrative costs associated with any required rectification works;
- d. 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
- e. 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; and/or
- f. 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.

4. Claims Under the Warranty

To make a claim under this Warranty:

Step one:

The Asset Owner, Dulux Accredited or Prime Accredited Powder Coater must notify Dulux in writing of the claim (including all particulars) within (30) days of becoming aware of the defect.

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 or 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 or Prime Accredited Powder Coater's Alumi Shield™ Manual were followed and the dates on which the Product was applied.
- b. The Dulux Accredited or Prime Accredited Powder Coater shall provide Dulux with evidence that the Products were manufactured by Dulux and applied by the Powder Coater to this Metal.

Commercial Project Warranty Terms and Conditions continued

Step three:

Within thirty (30) days of step two, Dulux must notify the Dulux Accredited, Prime Accredited Powder Coater and/or Asset Owner in writing and advise whether the Claim has been accepted (in part or in full) or rejected.

The Dulux Accredited or 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.

5. 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 Twenty (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 Arbitrators' and Mediators' Institute of New Zealand (AMINZ).
- c. If the dispute is not resolved by mediation, then either party may take whatever action it chooses to enforce its rights.

6. Applicator's Warranty

The Dulux Accredited or 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.

7. Indemnity by Powder Coater

The Dulux Accredited or Prime Accredited Powder Coater will indemnify Dulux for any loss, cost, damage or expense Dulux may suffer as a 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 or Dulux Prime Accredited Powder Coater or the Asset Owner.

8. Notifications

This warranty is provided to the Dulux Accredited or Prime Accredited Powder Coater who completes the work in question, for the benefit of the asset owner of the asset that has been powder coated with the relevant Dulux Product (the Asset owner). The Asset Owner, Dulux Accredited or Prime Accredited Powder Coater must notify Dulux in writing of the claim (including all particulars) within (30) days of becoming aware of the defect. Any Asset Owner wishing to claim the benefit of this warranty can make the claim direct to Dulux, through the Dulux Accredited or Prime Accredited Powder Coater.

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 Warranty Claim
Dulux Powder Coatings 31B Hillside Road Glenfield, Auckland 0627
Email: powders.advice@duluxpowders.co.nz Or call **0800 800 975**

9. General

The Dulux Accredited or Prime 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 New Zealand and the parties agree to submit to the nonexclusive jurisdiction of the courts of New Zealand.

10. Approvals and Confirmation

10.1 Dulux Powder Coatings Approval

By: Traci Chatfield
Date: 20/04/2023

10.2 Applicators Confirmation

Full details of the Dulux Accredited or Prime Accredited Powder Coater and the issue of warranty application completion dates are available in Schedule A Part H.

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 Dulux including the Specification and consistent with the application request and pieces provided to Dulux for testing.

Where the applied Powder Coatings on the Project do not conform to the specification, the Dulux Accredited or Prime Accredited Powder Coater will be responsible for any loss or damage caused or contributed by its faulty application.

11. Definitions

In this Warranty:

Asset Owner means the owner of the asset that has been powder coated with the relevant Dulux product.

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(s) available on DuSpec.

Coating System means the Dulux coating material products used in a coating system applied to the Project in accordance with the Specification and Coating Schedules. Details of the products applicable to this Warranty are detailed in Schedule A Part D: Coatings System.

Dulux Accredited and Prime Accredited Powder Coater means a powder coater (also known as applicator), accredited by Dulux pursuant to their accreditation program, who is able to apply for and issue the Dulux Alumi Shield™ Warranty. References throughout this document to the Dulux Accredited Powder Coater are references to the Dulux 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 and Prime Accredited Powder Coater Alumi Shield™ Manuals outlines the technical requirements required to be met in order for an Alumi Shield™ warranty to be issued.

Fabricator or Franchise means the manufacturer and or supplier of the completed powder coated asset.

Performance Measures means the performance measures described in the Commercial Project Warranty Overview 6. Performance measures in this document.

Product means the Dulux powder coating product applied by the Dulux Accredited or Prime Accredited Powder Coater to the Substrate.

Product Batch means the batch of products of which the Product forms part, such batch being a specified group or amount of Dulux powder coating products that are made produced within the same cycle of manufacture and are intended to have uniform character and quality.

Project means the project in which the Substrate is used.

Specification means any Dulux-approved product specification that determines that a product is suitable for a specified substrate, project type and environment including conditions and location.

Substrate means the aluminium base to which the Product is applied and adheres. For this Warranty, this means the substrate used in the Project noted at the beginning of this Warranty document. The Substrate must be architectural aluminium, being aluminium that is of an acceptable grade to be used in architectural projects (e.g. 5000 series and extrusion 6000 series aluminium alloy).

Warranty Period means the timeframe described in the warranty benefits of this document.

Schedule A

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

PART A: Project Name and Address						
Project Name	Wellington Convention centre					
Country	New Zealand					
Address	Street Address	219 Wakefield Street				
	Suburb/Town	Wellington Central	Region/Province	Wellington	Postcode/Zip Code	6021

PART B: Project Details	
Project Type, substrate, components	
Project Type	Prestigious Commercial
Substrate	Sheet Aluminium
Components	Cladding
Environment and Conditions	
Environment	Exterior
Conditions	Mild - Medium (C3)
Proximity	
To coastal, river and lake salt water environments (exterior projects only)	More than 100m from high tide
To liquids other than coastal, river and lake salt water environments	Less than 1m from the liquid Liquid Type: Clean tap, fresh or potable water
Is the project within 500m of a Geothermal Environment?	-
Is the projects micro environment located in any heavy heavy industrial classifications?	-

PART C: Care & 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/techadvice for cleaning details.	
Cleaning schedule	Every 12 months

PART G: Powder Coater and application details**Name and address of Dulux Accredited Powder Coater**

Business Name:	Powder Coating Services					
Country:	New Zealand					
Address:	Street Address	51 Port Road				
	Suburb/Town	Seaview	Region/Province	Lower Hutt	Postcode/Zip Code	5010
Phone:						

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	19.67
Actual coated area in sq. m	118.5
Date of completion of project	17th October, 2022
Date of issue of warranty:	20th April, 2023

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 an Alumi Shield™ warranty
- Design, coating system and colour advice call **0800 800 975** or visit **duluxpowders.co.nz**

Offices

New Zealand

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T (64) 4 896 0911

Australia

Dulux Powder Coatings
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East China

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Pudong New District, Shanghai, 200120

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