

Wattyl Solagard 15 Year Flake, Peel or Blister Warranty Full Details

This warranty applies to Wattyl Solagard products that carry the following information on the product container:

***SOLAGARD FLAKE, PEEL OR BLISTER WARRANTY**

“Wattyl warrants that if Solagard is applied correctly on sound, properly prepared surfaces as per label instruction, it will not flake, peel or blister for 15 or 10 years depending on number of coats and the surface type as shown in the table below. If this paint fails to perform as specified above, Wattyl will provide, free of charge, sufficient paint to recoat the affected areas. Paint failure caused by any breakdown of a previous coating is not covered by this warranty”. For full details on the warranty refer to the Wattyl Hotline or website.

SURFACE TYPE	15 year warranty finish coats	10 year warranty finish coats
Previously painted surfaces	2 coats of Solagard	2 coats of Solagard
Bare Timber	3 coats of Solagard	2 coats of Solagard
Bare Cement Render, Brick, Fibre Cement, Masonry	3 coats of Solagard	2 coats of Solagard
Zincalume®	2 coats [#] of Solagard	2 coats of Solagard
Galvanised iron sheet	2 coats [#] of Solagard	2 coats of Solagard

[#]3 coats required in areas within 1 km of the coast.

This warranty also applies to Wattyl Solagard which shows the “New Stay Clean Formula – Stays Cleaner Longer” mark on the product container.

FULL DETAILS ON TERMS AND CONDITIONS OF WARRANTY

This Warranty is given by Wattyl Australia Pty Ltd (Wattyl).

This Warranty is provided in addition to any warranties implied by statute and does not seek in any way to exclude any recourse provided under statute.

This Warranty is provided to the Owner of the property. “Owner” means the person(s) who is the owner of the property at the time when the application of Solagard paint occurs.

Proof of purchase of Solagard paint products will be required to substantiate any claim under this warranty.

To the extent applicable by law, Wattyl limits its liability under this Warranty to the supply of Solagard paint (or the equivalent monetary value) sufficient to repaint any area of flaking, peeling or blistering of Solagard paint, which has occurred within 15 years or 10 years (depending on number of coats and the surface type as specified in the table above) of its application. Wattyl is not liable for any other damage occasioned by the use of Solagard paint on any other surfaces, products or on any persons.

What the Warranty does NOT cover

Failure caused by incorrect or inadequate preparation of surfaces before Solagard is applied.

Failure caused by incorrect application of Solagard.

Usage of any additives in the Solagard paint, other than those approved in writing by WattyL. Usage of such approved additives must also be in accordance with the relevant WattyL label instructions.

Damage caused by unsound substrates, including:

- Unsound previous paint systems
- Movement or degradation of the substrate or structural cracking
- Faulty design and/or construction of the building
- Ponding water or hydrostatic pressure

Damage caused by fair wear and tear.

Damage caused by maltreatment, such as mechanical damage, either during application or at some subsequent time.

Damage caused by harsh cleaning agents/chemicals or abnormal cleaning methods or substances.

Damage sustained by external causes outside WattyL's control, including, but not limited to, pollution, neglect, fire, vandalism, and the like.

Any costs associated with the removal of the original application of Solagard paint, restoration of the surface and/or the application of the paint supplied pursuant to this Warranty, including, but not limited to the costs of labour and equipment.

How to make a claim under the Warranty

The Owner shall notify WattyL of any claim under the Warranty in writing by letter or fax, or by any other method directed by WattyL, as soon as possible after a problem becomes apparent and before any repairs or rectification are made to areas of paintwork believed to be affected by product failure (the "affected area"). In lodging a claim the Owner should provide details of the nature of the problem in the affected area, as well as evidence in support, e.g. photos, and proof of purchase.

If WattyL wishes to inspect the affected area upon which a claim is being made, to make a determination in respect of the claim, the Owner shall provide access for WattyL's representative to enable a full inspection within 30 days of WattyL's request.

WattyL will determine and advise the Owner of the extent of the affected area, and on such determination will provide what it ascertains is the amount of Solagard paint (or its equivalent in terms of product or monetary value) which is sufficient to repaint the affected area. WattyL's determination on this matter is final.

WattyL will notify the Owner with respect to the determination of a claim.

WattyL will use its reasonable endeavours to ensure that the amount of Solagard paint (or its equivalent in terms of product or monetary value) which is sufficient to repaint the Affected Area is provided to the Owner as soon as possible after a claim has been accepted. WattyL does not however, accept any liability for delay.

General

The Owner agrees that it will at all times hold harmless and indemnify WattyI against all third party claims for loss, damage or expenses brought against it or WattyI of whatsoever nature and howsoever arising caused by or related to the Solagard paint, or any repairs carried out hereunder.

Any dispute arising under this Warranty shall be governed by the law of New South Wales, Australia and the parties agree to submit to the jurisdiction of that State. Any dispute arising shall first be submitted to arbitration in Sydney, New South Wales with an arbitrator appointed by mutual agreement of the parties, or if not agreed within a reasonable time, a person appointed by the President of the Australian Institute of Arbitrators.