

10 YEAR MANUFACTURER'S WARRANTY



Project Name		
Project Address		
Contractor Contact	Name	
	Email	
	Phone Number	

Application Date	
Substrate Material	
Ecoshield System Applied	

Please briefly explain the method used to apply the Ecoshield coating system	
1.	
2.	
3.	
4.	
5.	
6.	

Ecoshield Performance Coatings Pty Ltd ("Ecoshield") warranty in respect of the coating system is made up of terms set out expressly in this document ("the Warranty"). The benefits of the Warranty are in addition to other rights and remedies under any applicable law.

The Warranty

Ecoshield warrants to the Customer that the nominated system, when applied to the project by a qualified Ecoshield trained applicator will retain its film integrity and not peel, crack, or suffer deterioration due to faulty formulation and/or manufacture for a period, not less than TEN YEARS from the date of application.

If, subject to the terms of the Warranty, the coating system does not perform as specified or it is not suitable for its intended use, Ecoshield will:

- a. replace the coating system or supply an equivalent system;
- b. repair the coating system;
- c. pay the cost of having the coating system repaired; or
- d. refund the price paid for the coating system.

In these circumstances, Ecoshield will have full discretion to choose which of the above actions are undertaken to remedy the situation.

The Warranty is personal to the Customer and supersedes any and all other prior agreements and understandings between the parties in relation to its subject matter.

Limitations of the Warranty

1. Ecoshield will not be liable under the Warranty if the coating is not cared for in strict accordance with the instructions provided by or available from Ecoshield including the Floor Care Procedure;
2. Ecoshield will not be responsible under the Warranty for application or supervision of application.
3. Ecoshield will not be liable under the Warranty if the application of the coating is not in strict accordance with the instructions provided by or available from Ecoshield including the specification;
4. Ecoshield will not be liable under the Warranty if the substrate or previous coating on which the coating system is applied:
 - a. is not of a standard and fitness meeting all statutory requirements and building code standards; or
 - b. has not been prepared strictly in accordance with the instructions provided by or available from Ecoshield including the specification;

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5. Ecoshield will not be liable under the Warranty for any loss or damage wholly or partly caused by one or more of:
 - a. hydrostatic pressure, efflorescence, spalling, settling, movement, cracking, lifting, peeling, flaking, failure or other deterioration of the substrate or previous coating; or
 - b. corrosion, ingress of moisture or other contaminants, maltreatment, excessive wear/tear, staining or discolouration;
 - c. faulty design and / or construction of the building;
 - d. defective products manufactured by a third party and supplied or specified by Ecoshield provided that Ecoshield has notified the Customer that the product is a third-party product; or
 - e. without limitation any other cause outside the reasonable control of Ecoshield;
6. Ecoshield will not be liable under the Warranty if another coating has been applied over the coating system;
7. Ecoshield will not be liable under the Warranty unless the Customer makes a claim pursuant to the procedure set out in this Warranty.
8. Ecoshield will not be liable under the Warranty for any consequential or indirect loss of any kind or 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; and
9. Except as expressly provided to the contrary in the Warranty, Ecoshield will be under no liability in respect to any loss or damage howsoever caused and whether arising directly or indirectly out of negligence or otherwise.

Making a claim under the Warranty

The Customer must give Ecoshield written notice of any claim pursuant to the Warranty within fourteen (14) days of any defect coming to the Customer's notice and within ninety (90) days of the defect becoming apparent.

The Customer must show proof of purchase and bear all expenses incurred in making a claim.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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.

Date:

Signed:

Joseph Haif
Managing Director
Ecoshield Performance Coatings Pty Ltd