

# Warranty

## THERMO SHIELD

Thermoshield Australia warrants to its purchasers and the original owner that Thermoshield product exposed to normal atmosphere conditions are fit for their ordinary purpose for a period of 10 (ten) years from the date that the application by Thermoshield is completed.

**THIS WARRANTY DOES NOT APPLY** to any surface coated with Thermoshield coatings that have been exposed at any time to any corrosive or unusually harsh atmospheric conditions, including, but not limited to : **AREAS SUBJECT TO EXPOSURE** to harsh chemicals, exhaust fumes, ash, cement, concrete dust or animal waste; **NATURAL DISASTERS**, including, but not limited to, floods, lightning, hurricane, hail, windstorms, earthquakes, tornadoes or any other phenomena of the elements; **DAMAGE TO THE SYSTEM, STRUCTURE OR PROPERTY CONTENTS** caused by fire, settlement, warpage, expansion, contraction, cracking or any other possible movement in the system substrate.

**THIS WARRANTY DOES NOT APPLY IN THE EVENT OF:** Mechanical, chemical or other damage sustained by the material during shipment, storage, application or after application; failure to provide free drainage of water, (including internal condensation from all surfaces of the material); failure to remove refuse from the surface before the material is applied (i.e. surfaces should be clean, dry and sound); damage caused to the material by improper cleaning procedures; failure to follow proper application specifications written for that particular coating described in Thermoshield's specification manual, unless approved in writing by Thermoshield prior to installation; any construction on, or any additional installation on, the Elastomeric Coating Membrane; failure to apply specific coating to the desired thickness required by Thermoshield's specification manual. All coatings must be applied in a continuous unbroken film.

The foregoing warranty applies only to materials that remain in place at the site of the original construction and which have been stored and applied in strict accordance with all applicable Thermoshield specifications. The foregoing warranty is extended solely to the original purchaser and to the original owner of the building on which the material is applied and is non-transferable and non-assignable. In the event of the failure of the material to conform to the foregoing warranty within ten (10) years from the date that installation of Thermoshield coating is completed, Thermoshield must be notified in writing within 30 days of discovery of such failure and given an adequate identification of the material involved in the claim, including date of installation. No corrective action will be taken unless Thermoshield has first been given a reasonable opportunity to examine the failure and to approve the method of corrective action taken. Should you fail to give such notice this warranty shall become null and void.

The purchaser's or owner's exclusive remedy obligation for any and all claims, whether for breach of contract, warranty, delict (including negligence), or otherwise, shall be limited to the refund of the purchase price of the Thermoshield material or the furnishing FOB Thermoshield plant, sufficient replacement of that portion of Thermoshield material which is defective, as Thermoshield shall elect. Thermoshield shall not in any event be liable for the cost of labour to replace any defective material, nor shall Thermoshield have any liability for incidental or consequential damages. The foregoing warranty is exclusive and replaces all other warranties that are expressed or implied.

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