

# Interpon D1010 Premium

## 15/10 Silver Commercial Product Performance Warranty



#Date

**Attention:** «First\_Name» «Last\_Name»

«Company\_Name»

«Address\_1»

«Suburb» «State» «Postcode»

**Sample  
Warranty**

Dear «First\_Name»,

Please find below the «**Powder\_Description**» product warranties for the «**Project**» with aluminium components supplied by «**Fabricator**».

We would appreciate if you could sign the two warranty documents and retain the Care and Maintenance flyer. Please return one of the warranty cards as acknowledgement of receipt.

We trust that this closes off this Interpon D project for “Applicator Name” and we look forward to being of service to you again in the near future.

Thank you for choosing **Interpon** Powder Coatings.

Yours faithfully



**Simon Skocajic**

Sales Manager – Australasia

Interpon Powder Coatings

Ref: «Warranty\_Number\_»

# Interpon D1010 Premium Commercial

## Silver Product Performance Warranty

Akzo Nobel Pty Limited, ABN 59 000 119 424, "AkzoNobel" of 51 McIntyre Road, Sunshine North, VIC, Australia warrants to;

«Customer»

(the Applicator)

that any **Interpon D1010 Premium** product is identified by the Product Codes listed below which have been manufactured and supplied by AkzoNobel to the Applicator for the application to architectural aluminium extrusions, sheets or panels for use in the fabrication of curtain wall, windows and door systems and other fabricated architectural aluminium sections on the project identified below.

**Interpon D1010 Premium** will conform to the standards set out in Clause 1 and Clause 2 of this Warranty, subject to the terms and conditions set out in Clause 3 of this Warranty.

<b>Product Covered by this Warranty</b>	<b>Product Description:</b> «Powder_Description»
	<b>Product Code:</b> «Code»
	<b>Batch Number(s):</b> «Batch_Number»

**Sample  
Warranty**

<b>Project Covered by this Warranty</b>	<b>Name:</b> «Project»
	<b>Location:</b> «Project_Address»

(duly authorised for and on behalf of AkzoNobel)

**Simon Skocajic**  
Sales Manager, Interpon Powder Coatings, Australasia

(Name and designation)

*Simon Skocajic*

April 22, 2015

(Signature)

(Date)

(duly authorised for and on behalf of AkzoNobel)

**Adeline Alexander**  
Solutions Laboratory Manager, Interpon Powder Coatings, Australasia

(Name and designation)

*A. Alexander*

April 22, 2015

(Signature)

(Date)

(duly authorised for and on behalf of the Applicator)

(Name and designation)

(Signature)

(Date)

Warranty No: «Warranty\_Number »

This Warranty is only considered valid subject to the attached conditions overleaf and which the Applicator hereby acknowledges he has read and understood.



## Clause 1: Warranty (on the building)

### 1.1 Film Integrity

Film integrity Warranty Period is 15 years and shall be defined in accordance with clause 3.1 During the Warranty Period there will be no visible checking or cracking of the specified **Interpon D1010 Premium** powder coating.

### 1.2 Color Integrity

#### 1.2.1 Color Retention

The Color Retention Warranty Period is 10 years and is defined in accordance with clause 3.1 During the Warranty Period the color change of the specified **Interpon D1010 Premium** powder coating shall maintain an average color consistency on the building of less than or equal to 5 (five) CIELAB  $\Delta E$  units (please refer to Note 1).

During the Warranty Period any change in color which may occur to the specified **Interpon D1010 Premium** powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

Note 1: DE Units (Hunterlab) determines color change and is calculated in accordance with ASTM D2244, Section 6.3. Color change shall be measured across representative exposed powder coated surfaces that have been cleaned of oil, grease, dirt, chalk, oxidised film or other contaminants. Corresponding values shall be measured on the original retained batch panel (which has been stored in the dark at temperatures below 30 Degrees Celsius).

#### 1.2.2 Chalking Resistance

The Chalking Resistance Warranty Period is 10 years and is defined in accordance with clause 3.1. During the Warranty Period chalking of the specified **Interpon D1010 Premium** powder coating will be no more than that represented by a No. 6 rating based on ASTM D 4214, test method A (Method D 659) when measured on the building averaged across representative exposed powder coated surfaces.

During the Warranty Period any chalking which may occur to the specified **Interpon D1010 Premium** powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

## Clause 2: Warranty

### (on laboratory test panels)

#### 2.1 Gloss Retention

The gloss retention of the specified **Interpon D1010 Premium** powder coating when applied to test panels shall be greater than or equal to 30% when exposed in accordance with Clause 7.9.1.1 of AAMA2603-13 and when measured in accordance with Clause 7.9.1.4 of AAMA2603-13.

During the Warranty Period any reduction in gloss which may occur to the specified **Interpon D1010 Premium** powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

#### 2.2 Adhesion

The adhesion of the specified **Interpon D1010 Premium** powder coating, when initially applied to test panels and when exposed in accordance with AAMA2603-13 Clause 7.4.1.1 will show no removal of the film.

## Clause 3: Terms and Conditions of the Warranty

3.1 The "Warranty Period" shall mean a period as stipulated in years under clause 1.1, 1.2.1, 1.2.2 and 2.1 commencing on the date that the specified **Interpon D1010 Premium** powder coating and batch number(s) as detailed on this Warranty Card is/are used by the Applicator, or alternatively six (6) months from the date of the delivery of the specified **Interpon D1010 Premium** powder coating to the Applicator, whichever is the sooner.

3.2 The performance criteria referred to in Clauses 1 and 2 of this Warranty are strictly conditional upon the specified **Interpon D1010 Premium** powder coating being applied to aluminium alloys, as specified in the **Interpon D** Approved Applicators Manual, in accordance with the instructions contained on the relevant product data sheet and the relevant DIN, ISO, AAMA or AkzoNobel's coating standards (as the case may be). It is understood that gloss, chalk and color

change may not be uniform if the surfaces are not equally exposed to the sun and the elements.

3.3 In the event of a valid claim the entire obligation of AkzoNobel shall be limited to the provision of replacement coating material and the payment of application costs as deemed necessary by AkzoNobel to repair the failure in-situ **PROVIDED THAT** AkzoNobel shall not be liable:

i) unless written notice is given to AkzoNobel

by the Applicator within thirty (30) days after the date of detection of the matter giving rise to the claim and, in any event, no later than Fifteen (15) years commencing on the sooner of the date that the specified **Interpon D1010 Premium** powder coating is used by the Applicator or six (6) months from the date of its delivery to the Applicator;

ii) unless a valid claim can be established under this Warranty such that the Applicator can establish to the satisfaction of AkzoNobel that 5% or more of the total coated area to which the specified **Interpon D1010 Premium** powder coating has been applied failed to meet the performance criteria referred to in Clauses 1 and 2, as a result of an error or defect in the formulation or manufacture of the specified **Interpon D1010 Premium** powder coating;

iii) for any claim made, or, arising out of any damage or deterioration occurring, during any period when the Applicator did not meet the requirements for **Interpon D** Approved Applicator status set out in the **Interpon D** Approved Applicators Manual supplied to the Applicator, of which the Applicator hereby acknowledges receipt ("The Applicator Requirements");

iv) under any circumstances for any claim, whether arising in contract, tort (including negligence) or otherwise for any consequential economic or other indirect damage, loss and expense including loss of profits, income, contracts, business, production or goodwill for any claims made against the Applicator by third parties; and/or

v) if any of the circumstances set out in clauses 3.3 and 3.4 apply;

vi) unless the Applicator shall prove to the reasonable satisfaction of AkzoNobel that the specified **Interpon D1010 Premium** powder coating, as applied, has failed to meet the performance criteria referred to in Clauses 1 and 2.

Notwithstanding any other terms of this Warranty, any liability of AkzoNobel is conditional upon the strict adherence of the pre-treatment and application procedures set out in the requirements of the **Interpon D** Approved Applicator Manual. AkzoNobel specifically excludes any liability for any failure of the coating arising out of the Applicator's or the Customers failure to comply with any of these obligations including, but not limited to, any failure in the adhesion of the coating such as, but not limited to, any blistering, delamination or flaking of the coating.

Any repairs under this Warranty may only be carried out by AkzoNobel or, after consultation with AkzoNobel, by an applicator approved in writing by AkzoNobel. Should any rectification of the specified **Interpon D1010 Premium** powder coating be required it is a condition of this warranty that the Applicator obtain two written quotations for the repair and submit them to AkzoNobel for approval. AkzoNobel reserves the right to reject any or all quotations submitted for the rectification of any potential claim and may obtain an alternative quotation to cover any agreed repairs.

3.4 In addition to Clause 3.3, AkzoNobel shall not be liable under this Warranty in the event that any one or more of the following circumstances occur:

i) any damage to or deterioration of the coating system arising from causes beyond the control of AkzoNobel including but not limited to impact, abrasion, mechanical damage, neglect, malicious damage, fire damage, pollution and abnormal weather conditions;

ii) where the surfaces have been re-coated or touched up for one reason or another, or where more than one coat of **Interpon D1010 Premium** has been applied to any surface, or where any surface has been or is to be stripped and re-coated with **Interpon D1010**

**Premium** without the prior written agreement of AkzoNobel;

iii) where failure is associated with the sawing of, or the drilling, milling or punching holes in the coated surface, which are not then adequately sealed with a suitable sealant or mastic;

iv) where the failure is associated with post forming or other post fabrication processes such as application of decorative films, e.g. sublimation transfer;

v) where failure is associated with prolonged exposure of the coatings to temperatures in excess of 70 Degrees Celsius, or to acid, alkali, solvent or any other hazardous sources which are known or believed to be damaging to powder coatings;

vi) where failure is associated with continuous exposure of the coating to the direct influence of salt water unless prior to the application of the coatings, AkzoNobel has confirmed its agreement in writing to the Applicator to Warrant the coating as applied to the property in a specified location;

vii) where failure is associated with the use of adhesive tapes, or with the use of sealants or mastics;

viii) where failure is associated with jig marks or other fixing points;

ix) where the coated surfaces have not been maintained by the Customer in accordance with AkzoNobel's recommended maintenance procedures as stipulated in the **Interpon Powder Coatings Care and Maintenance Brochure** (a copy of which is attached and which the Applicator hereby acknowledges he has read and understood) together with other appropriate literature available from AkzoNobel;

x) damage or deterioration caused by any accident or normal wear and tear, or by any default or misuse of the specified **Interpon D1010 Premium** powder coating by the Applicator, Customer or by any third party;

xi) where the specified **Interpon D1010 Premium** powder coating has not been stored in accordance with the product data sheet recommendations i.e. in dry, cool conditions below 30 Degrees Celsius;

xii) any claim arising out of the use of the specified **Interpon D1010 Premium** powder coating with equipment or materials not set out in the published product literature of AkzoNobel or that could be reasonably contemplated by AkzoNobel;

xiii) any claim arising out of any alteration, modification or repair by a third party not expressly approved in writing by AkzoNobel; or

xiv) any claim arising out of the specified **Interpon D1010 Premium** powder coating of the items to which it is applied having been subjected to experimental operation or any type of operation or use in contravention of the specification or operational limitations.

3.5 The Applicator shall maintain (and procure that its customer maintains) the following records for the project and, in the event of a claim, the Applicator shall make such records available to AkzoNobel or its nominee, servant or agent for inspection and/or to make copies thereof:

- plant pre-treatment records;
- plant oven temperature records;
- full application records and quality control records for each production run of the project;
- maintenance records including details of washing and cleaning procedures; and
- any other data needed to construct the chronological service history of the coating system.

In addition the Applicator shall permit (and procure that its customer permits) AkzoNobel or its nominee, servant or agent, should AkzoNobel so request, to inspect the property to which the **Interpon D1010 Premium** has been applied.

3.6 If AkzoNobel carries out any testing of the Applicator's procedures or operations or makes any recommendations, suggestions or advice in respect thereof or provides the Applicator or the Customer, its employees, agents or contractors with technical advice relating to the use or application of **Interpon D1010 Premium** powder coatings (regardless of any approval given by AkzoNobel that the Customer be an **Interpon D** Approved Applicator or otherwise and including without limitation the matters set out in the **Interpon D** Approved Applicators Manual) therewith or otherwise (hereinafter referred to as

"Services"), all reasonable efforts have been taken to secure that any Services so provided are accurate and useful and that AkzoNobel gives no

representation, warranty or undertaking to the accuracy, completeness, usefulness, suitability, effect or otherwise of the Services or the quality or condition of such equipment or otherwise and, AkzoNobel shall not be liable in respect of any act, omission, deficiency, neglect or otherwise in the provision of any Services or any other matter associated therewith.

3.7 The Applicator agrees that it will at all times hereafter hold harmless and indemnify AkzoNobel against all third party claims for loss, damage, or expenses brought against AkzoNobel of whatsoever nature and howsoever arising caused by or related to the specified **Interpon D1010 Premium** powder coating, the coating system, its application, repair or replacement under this Warranty, or by, or as a result of the provision of any Services, as that is defined in Clause 3.6 above.

3.8 Notwithstanding anything to the contrary in this Warranty, nothing in this Warranty shall exclude, restrict, or limit the liability of AkzoNobel for death or personal injury resulting from the negligence of AkzoNobel or affect the statutory rights of the Applicator.

3.9 This Warranty sets out the entire liability of AkzoNobel for any fault or claim arising out of or in connection with the quality or condition of all **Interpon D1010 Premium** powder coatings supplied to the Applicator (including but not limited to the merchantable quality and fitness for purpose of **Interpon D1010 Premium** powder coatings). All warranties, representations, conditions and terms, (whether express or implied, written or oral) as to any such matters are hereby expressly excluded to the fullest extent permitted by law and for the avoidance of doubt the warranty contained in Clause 6 of AkzoNobel's Conditions of Sale (a copy of which is attached and which the Applicator hereby acknowledges he has read and understood) is expressly superseded by this Warranty).

3.10 Any alterations to or modifications of this Warranty must be in writing and signed by authorised representatives of the Applicator and AkzoNobel.

3.11 This Warranty is granted to the Applicator alone as the purchaser of the specified **Interpon D1010 Premium** powder coating and is nontransferable and non-assignable in whole or in part. The Applicator shall not itself or permit its agents, representatives or contractors to represent or imply that this Warranty extends to or is available to anyone other than the Applicator. The Applicator cannot make any representations or provide any advice in relation to any products on behalf of AkzoNobel.

3.12 All communications relating to this Warranty shall be in writing and deemed duly served:

a) three (3) days after it has been sent by prepaid registered post addressed to the address of the party concerned as stated herein or the last known addresses of the parties hereto; or

b) immediately upon receipt if delivered by hand or properly sent by telex, email or facsimile transmission.

3.13 All correspondence in relation to this Warranty must be addressed to:

The Marketing Manager  
**Interpon Powder Coatings**  
PO Box 26  
Sunshine North VIC Australia 3020

3.14 This Warranty represents the entire agreement between the parties hereto in relation to the subject matter and supersedes any previous agreement whether written or orally expressed or implied between the parties hereto in relation to the subject matter.

3.15 This Warranty shall be construed in accordance with the laws of New South Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the New South Wales courts to settle any disputes which may arise in connection with this Warranty.

3.16 The schedule annexed hereto shall be read, construed and taken to be an essential part of the Warranty and shall form an integral part hereof.

Issue 3 Aug, 2021

**Sample  
Warranty**