



Material Warranty

Artex hereby warrants that the Artex Fine coating system will retain its film integrity and not peel or crack or suffer deterioration as a result of faulty manufacture or formulation of the coating system for a period of 10 years from the date of application:

Provided that:

- The application is in strict accordance with the instructions provided in the Artex TDS
- The substrate has been prepared in accordance with AS 3850-2003
- Artex will not be liable for any loss or damage wholly or partly caused by:
 - Failure of the previous coatings to support the new coatings
 - Hydrostatic pressure, settling, movement, cracking, lifting, peeling, flaking, failure or other deterioration of the substrate
 - Faulty design and / or construction of the building
 - Without limitation any other cause outside the reasonable control of Artex
- The warranty is conditional upon the applicator signing the Applicator's Confirmation
- Artex excludes all liability for consequential or indirect losses including losses of income, profit or business and any loss of goodwill or reputation

Except as expressly provided to the contrary, Artex shall not be under any liability to the contractor, applicator, recipient, purchasers, associated person or any other person in respect of any loss, cost expense or damage however caused and whether arising directly or individually out of contract, negligence or otherwise.

If Artex determines that any Artex product is in breach of the warranty and that written notification of the claim of breach has been made within 14 days of the claimant becoming aware of an alleged defective product and within 90 days of the alleged default coming into existence, Artex shall make available free of cost all coating materials required to reinstate the coating system.

Artex acknowledges the additional rights and remedies may be conferred to persons by Federal or State Legislation which cannot be excluded by agreement. To the extent such legislation is applicable, the specification nominated above shall be read subject to such legislation provided that Artex expressly limits its ability under any such legislation to the maximum extent permitted.