



VICPOLE PROTECTIVE COATINGS WARRANTY

Vicpole Pty Ltd (**Vicpole**) hereby warrants that the coating systems as designated in Dulux Protective Coatings Specification V04/062 will retain its film integrity and not peel or crack as a result of faulty manufacture or application for the period nominated in performance specifications from the date of application, provided that:

- To provide protection to the goods during transport, **Vicpole** may wrap the goods in protective coverings. In order to preserve the paint warranty, the protective coverings must be removed upon delivery of the goods, and the goods must not be stored in those protective coverings. Leaving the packaging on the poles on site allows for the build-up of moisture and other contaminants to be retained between the packaging and the substrate which will cause the applied coating system to blister, peel and crack.
- Any concerns with the initial paint finish must be discussed with **Vicpole** before the pole is erected.
- The substrate where damaged during the handling and erection works must be properly repaired in accordance with the required coating specification schedule.
- The substrate must be inspected within 6 months of installation to confirm that the above conditions have been complied with and to allow for the notification and rectification of any coatings related issues.
- The substrate must be inspected every 12 months thereafter to detect any coatings related issues, and for the removal of environmental contaminants that will affect coatings performance - including but not limited to salt, bird droppings, general abrasion and mechanical damage etc. Maintenance records of this inspection regime are required to be produced in the event of a warranty claim.

Except as expressly provided to the contrary in this document, **Vicpole** shall not be under any liability to the contractor/installer, recipient, purchasers, or any other associated person in respect of any loss, cost expense or damage (including incidental, special or consequential loss or damage) howsoever caused, and whether arising directly or individually out of contract negligence or otherwise.

If during the warranty period **Vicpole** determines that any **Vicpole** product is in breach of the warranty and that written notification of a 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 defect coming into existence, **Vicpole** shall take responsibility for the repair of the coating system.

Vicpole acknowledges that additional rights and remedies may be conferred to persons by government 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 **Vicpole** expressly limits its liability under any such legislation to the maximum extent permitted.

PERFORMANCE SPECIFICATIONS

The Dulux coatings applied to Steel Work and coated in accordance with the Specification is covered by the warranty against Cracking, Peeling, Flaking, and Delamination for the period nominated with respect to the appropriate schedule from the date of practical completion in accordance with the agreed measure.

The required timetable for inspections and the extent of **Vicpole's** liability in the event of a product related coating breakdown are set out in the following table:

Coating System	Warranted Period	Inspection Period
V04 /062 Schedule 1	5 years	Yearly
V04 /062 Schedule 2	10 years	Yearly

Agreed Measure:

Warranted Item	Test Method	Acceptable Reference Score
Cracking	AS/NZS 1580.481.1.8	Less than or equal to 2
Flaking & Peeling	AS/NZS 1580.481.1.10	Less than or equal to 2

