

## 10 Year Limited Material Warranty



This 10 Year Limited Material Warranty is limited exclusively to the performance of coatings, supplies and distributed by Hyperseal Australia. This Limited Warranty is for the original material cost based on minimum 3mm coverage across the entire substrate surface with no less than a minimum 4L/m<sup>2</sup> product application throughout the project and subject to the terms, conditions and limitations herein.

Hyperseal Australia, the distributor of these products, warrants only that the products are free from manufacturing defects and conforms to the published properties and quality control standards at the time the product was purchased. Hyperseal Australia makes no other warranty with respect to these products or the finished result, due to the many extenuating factors which may affect the final outcome from the use of these products. Factors which are out of Hyperseal Australia's control and may influence the outcome include, weather, workmanship, dilution, equipment utilised, product application, surface preparation and the initial condition of the substrate.

In the event the product is proven not to have performed in accordance of the Warranty, the user shall immediately notify Hyperseal Australia and confirm such notice in writing within 14 days. As the sole and exclusive remedy for any non-conforming or defective product, Hyperseal Australia's sole responsibility under this Warranty shall be, at its option, to either refund the purchase price of or provide sufficient replacement product to replace the non-conforming product at no charge, if any product has proved to be defective within 10 years of purchase. Such refund or replacement constitutes the limit of the Company's liability and obligation provided the product has been applied strictly in accordance with Hyperseal Australia's written directions and application procedures for normal usage that Hyperseal Australia recommends as suitable for the products, including without limitation, any written directions for recommended repair procedures. Determination of the suitability of this product for any use contemplated by the user is at the user's discretion, and Hyperseal Australia shall bear no responsibility in connection with such suitability. Upon instigation of any warranty claim, an initial, Proof of Purchase must be provided and Hyperseal Australia's obligations under this Warranty are expressly conditioned upon receipt of full payment for the product.

This Limited Warranty is in lieu of any other warranties, terms or conditions expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted under the Australian Consumer Laws. In addition to other rights and remedies, our product comes with a warranty that cannot be excluded under the Australian Consumer Law.

This Limited Warranty does not extend to any losses or damage due to misuse, accident, abuse, normal wear and tear, negligence or intentional conduct, unauthorised modification or alteration, or improper maintenance and application. This warranty is available only on products purchased from authorised dealers or licensed contractors.

With respect to all products, Hyperseal Australia shall have no liability of any kind whatsoever beyond product refund or replacement. To avoid all doubt, Hyperseal Australia shall have no liability for special, incidental, consequential or indirect damages whether arising in tort, contract or negligence, such as but not limited to, damages resulting from any defects or any delays caused by replacement or otherwise.

By using Hyperseal Australia products, you agree that this Limited Warranty is initially, the sole and exclusive warranty made by Hyperseal Australia in connection with its products and secondly, sets forth your sole and exclusive remedy for defect in connection with the product. Furthermore, you agree that Hyperseal Australia's maximum aggregate liability hereunder or in connection with the manufacture, sale or use of this product shall not exceed the amount of the purchase price paid by you.