

TERMS & CONDITIONS

Rockcote hereby confirms that in reliance (and strictly conditional) upon the completeness, accuracy and correctness of the Application (which is not admitted), Rockcote will warrant the Rockcote System on, and only on, the following strict terms:

1.01 Warranty

1.01.1

The Rockcote System Warranty is a warranty of the technical performance only of the Rockcote System. For the avoidance of doubt, neither the Rockcote System Warranty, nor any other warranty, assurance or obligation expressed or implied on the part of Rockcote, will cover:

- (a) the standard or quality of skill or workmanship (or the selection, choice or engagement) of any builder, installer or other design and/or construction professional; or
- (b) the cosmetic or aesthetic quality of any architectural coatings finish resulting from the Rockcote System (or from the use of any other Rockcote product).

1.01.2

The Rockcote System Warranty is available only if, in respect of the particular project in which the Rockcote System is used ("the Works"):

- (a) it can be proven by a person seeking to claim against the Rockcote System Warranty that the Rockcote System has been:
 - (subject to disclosure in accordance with clause 1.01.3) installed as a complete system, without deviation, departure or substitution;
 - installed after proper detailing, specification and integration with any other components of the Works, by an appropriately qualified and experienced design and/or construction professional; and installed and maintained:
 - i) by experienced installers who have the appropriate skills and trade qualifications;
 - ii) strictly in accordance with the Rockcote System installation and maintenance specifications;
- (b) a Rockcote System Warranty Certificate has been issued by Rockcote in response to a properly completed and submitted Rockcote System Warranty Application; and
- (c) notice in writing particularising any defect in or failure of the Rockcote System or any component of it was given to Rockcote at its head office within the defect liability period contained in the building contract relevant to that use of the Rockcote System in the Works.

1.01.3

For the avoidance of doubt:

- (a) where an applicant for the Rockcote System Warranty Certificate has fully disclosed and particularized in the Rockcote System Warranty Application any instance of non-compliance with the Rockcote System and the extent of that non-compliance, Rockcote may (without obligation so to do) issue a restricted Rockcote System Warranty Certificate;
- (b) where this Certificate is a restricted Rockcote System Warranty Certificate, the Rockcote System Warranty will be available to the extent only that the person seeking to claim against it can prove that:
 - the failure of the Rockcote System or any component of it giving rise to the claim was not due in any way to the instance of non-compliance disclosed and particularised in the Rockcote System Warranty Application;
 - in all other respects, the Rockcote System has been installed and maintained in accordance with the criteria set out in clause 1.01.2(a); and
 - the notice required by clause 1.01.2(c) was delivered to and received by Rockcote within the time required by that clause.

1.01.4

Subject to clause 1.01.8, the Rockcote System Warranty covers loss arising from defects in the Rockcote System and Rockcote manufactured components used in it (specifically excluding components and accessories manufactured or supplied by any third party).

1.01.5

Rockcote will not accept responsibility for the Rockcote System where it is incorrectly specified for the Works, or not installed and maintained in complete accordance with the relevant Rockcote System installation, maintenance and technical specifications.

1.01.6

Despite any discussion by Rockcote with any party regarding the desirability, suitability or sufficiency of any particular type or degree of skill, qualification and/or experience of any particular individual installer or design and/or construction professional, or classification or sub-classification of any installer or design and/or construction professional, Rockcote will not accept responsibility for the selection and/or choice, or for the acts or omissions of, any such installer or design and/or construction professional.

1.01.7

All specified components for a Rockcote System (including, where applicable, RRR Board, , Rockcote Render, Rockcote reinforcing mesh, Rockcote texture coatings, paint and all specified ancillaries) form part of and are critical to the performance of that Rockcote System. All components for the Rockcote System, except RRR EPS Wall Panels, can be obtained from Rockcote. RRR EPS Wall Panels can be obtained from Rockcote's nominated suppliers. Any:

- (a) substitution with non-conforming parts or materials; or
- (b) other failure to comply with clause 1.01.1;

could compromise the performance of the Rockcote System and in any event, subject to clause 1.01.3, will nullify the Rockcote System Warranty.

1.01.8

Where a person seeking to claim against the Rockcote System Warranty has satisfied the criteria specified in clause 1.01.2 (or, to the extent relevant, clause 1.01.3), then subject to the provisions of any legislation (for example, the Trade Practices Act (Cth)) dealing with the right or capacity of Rockcote to limit its liability, where any component of the Rockcote System provided by Rockcote is demonstrated to Rockcote's reasonable satisfaction to be defective, the liability of Rockcote in respect of the Rockcote System or any component of it for any negligent act or omission or breach of any express or implied condition or warranty as to quality, description, fitness for purpose or condition or any other liability however arising is limited to the following as determined by Rockcote:

- (a) the supply of sufficient quantity of the same (or equivalent) type component to replace the defective component; or, if this is not possible
- (b) payment of the cost of supply of sufficient quantity of some other substitute component to replace the defective component.

Subject to clause 1.01.8 and to any mandatory provision of any applicable legislation restricting or otherwise so affecting the right of Rockcote to limit its liability, Rockcote will not be liable in any way whatsoever to any person or other entity for any loss or damage howsoever caused which that person or entity may suffer whether or not such loss or damage arises as a result of any act or omission on the part of Rockcote, the Rockcote System, a defect in any Rockcote System component or from the failure or omission on the part of Rockcote (or any of its representatives, agents or employees) to comply with any obligation at law.