

# WARRANTY APPLICATION

## ROCKCOTE Products & Systems



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ROCKCOTE has developed and specified various systems for the use and application of particular ROCKCOTE products. All the correct specified components including, where applicable, the base-board, ROCKCOTE Render, reinforcing mesh, texture coatings, paint & ancillaries (“System Components”) are integral to and are critical to the performance of a ROCKCOTE System.

If ROCKCOTE is to give a warranty of a System’s and/or products performance:

The Product & Systems Warranty will be granted only on the specific terms and conditions set out in the relevant ROCKCOTE System Installation Manual and/or as published or amended by ROCKCOTE from time to time; The Application Form must be filled out in full, signed by the relevant tradespeople & returned to ROCKCOTE within 3 months of the purchase of the System Components; Proof of purchase of all the System Components and their quantities must accompany this Application Form; The System Components must be used and installed in accordance with the relevant design specifications by experienced qualified tradespeople and installers.

For details of the ROCKCOTE Systems, ROCKCOTE products and the terms and conditions of the ROCKCOTE Products & System Warranty, visit [www.rockcote.com.au](http://www.rockcote.com.au) or contact 1300 736 668

### WARRANTY APPLICANT

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Name:  
Address:

### PROJECT DETAILS

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Project Name:  
Address :

### BUILDERS DETAILS

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Builder’s Name:	BSA Licence No.:	
Company Name:	Ph:	Fax:
Address:	Mob:	
	Email:	

The structural building frame has been constructed in accordance with:  
AS 16 84.2 & 3 Timber framing code 1999.  
AS 3623.1993 Domestic metal framing.  
Or Engineers Specifications Plan no .....

#### Notes:

The Builder must disclose in full below any aspects of the Project works which do not confirm with the relevant ROCKCOTE System:

**I, the Builder:** Have had the opportunity to fully familiarise myself with the contents of the relevant ROCKCOTE System Installation and Maintenance Manuals prior to commencing the Project. I am aware that any failure by me to comply with the ROCKCOTE System requirements will result in there being no Warranty given by ROCKCOTE and that I may be responsible for the repair and/or replacement of the System in any affected area.

Builders Signature .....

Date.....

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### Cladding / Substrate System Details:

Base board must be of the correct specification to be used in the relevant ROCKCOTE System. Tick whichever is applicable:  Polystyrene  LiteRock (Cement Sheet)  Other (please specify) \_\_\_\_\_

Panel Supplier: \_\_\_\_\_ Delivery Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Panels & Accessories: \_\_\_\_\_

### INSTALLERS / FIXER

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_ BSA License No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Notes:**  
The installer must disclose in full below any aspects of the Project works which do not conform with the relevant Rockcote System.

**I, the Installer:** Have had the opportunity to fully familiarise myself with the contents of the relevant ROCKCOTE System Installation Manual prior to commencing my work; The panels, flashing & details have been fitted in accordance with the Building Plans & Specifications and the relevant ROCKCOTE System Installation Manual; I am aware that any failure by me to comply with the ROCKCOTE System requirements will result in there being no Warranty given by ROCKCOTE and that I may be responsible for the repair and/or replacement of the System in an affected area.

Installer's Signature ..... Date.....

### APPLICATOR

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_ BSA License No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Render: \_\_\_\_\_ Texture: \_\_\_\_\_ Paint Finish: \_\_\_\_\_ Colour: \_\_\_\_\_  
Delivery Docket Number: \_\_\_\_\_

**Notes:**  
The Applicator must disclose in full below any aspects of the Project works which do not conform with the relevant ROCKCOTE System.

**I, the Applicator:** Have had the opportunity to fully familiarise myself with the contents of the relevant ROCKCOTE System Installation Manual &/or ROCKCOTE Product Specification prior to commencing my work; Warrant that the substrate is suitable for the application of the relevant ROCKCOTE Products &/or System; Further warrant that I have applied in a proper and tradesman-like manner the relevant coating System Components in accordance with the relevant ROCKCOTE System Installation Manual specifications and application techniques (which I acknowledge have been supplied to me with the relevant coating System Components); Am aware that any failure by me to comply with the ROCKCOTE Product &/or System requirements will result in there being no Warranty given by ROCKCOTE and that I may be responsible for the repair and/or replacement of the Product &/or System in any affected area.

Applicator's Signature ..... Date.....

# WARRANTY APPLICATION

## ROCKCOTE Products & Systems

### 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:
      - By experienced installers who have the appropriate skills and trade qualifications;
      - 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 the *Australian Consumer Law 2010* or any other legislation dealing with Rockcote's right to limit its liability, where any component of the Rockcote System 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; and
  - (c) The reasonable costs of rectification (surface preparation and re-application) over and above the supply of replacement or substitute component..
- 1.01.9 Subject to clause 1.01.8 and to the extent only of any mandatory provision of any legislation restricting or otherwise affecting the right of Rockcote to limit its liability, Rockcote:
- (a) Makes no warranty as to the merchantability of the Rockcote System or its fitness for a particular purpose, it being up to proposed users of the Rockcote System to satisfy themselves as to its fitness or suitability for any particular purpose;
  - (b) 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