

Higgins Quality and Workmanship Warranty

Recipient Name:	Project:
Company Name:	Job Number:
Property Address:	Date (Completion):
	Warranty Duration:

The work completed by Higgins Coatings Pty Ltd (Higgins) is under Warranty from the Completion Date. At Higgins discretion, the Warranty covers (at Higgins sole discretion) the repair, reapplication or cost of the coating of the affected area up to a maximum of the original contract value. Details are as follows:

1.0 Overarching Commitment:

Higgins is entirely committed to quality workmanship and client satisfaction and will work with clients to resolve any issues in accordance with the contract and the Warranty.

2.0 Conditions Precedent:

This Warranty is conditional upon:

- Evidencing full payment of the contract amount, including variations within the payment terms.
- The Recipient retaining a copy of the original proposal or executed contract.

3.0 Warranty Period:

The period and value of the Warranty for each coating will not exceed the lesser of the period nominated above, or the specific minimum period nominated in the relevant jurisdiction's "Guide to Standards and Tolerances". The value of the Warranty will diminish on a pro rata basis over the Warranty Duration, according to the benefit gained by the Recipient, as assessed by Higgins and whose assessment is final.

This Warranty is in lieu of all other warranties, conditions and obligations, whether express or implied, other than warranties or conditions which arise by operation of law and are not capable of being negated or modified by agreement.

4.0 Transferability:

This Warranty is applicable only to the original Recipient, and is not transferable, unless otherwise agreed in writing.

5.0 Warranty Limitations:

This Warranty does not cover:

- Any damage caused by movement or degradation of the substrate.
- Any damage caused by hydrostatic pressure as a result of moisture problems.
- Any damage to horizontal surfaces that, by virtue of design, permit moisture to collect or provides inadequate drainage. Surfaces include (but are not limited to, decks, railings, stairs, eaves and roofs.
- Damage caused by maltreatment, abrasion, mechanical damage, abrasive cleaning and cleaning agents. Damage caused by faulty design and/or construction of the premises.
- Damage caused by failure of previous coatings or substrate delamination.
- Damage caused by other parties. Any areas where the recipient alters or performs additional work on or after the painting has been completed.

- Any damage as a result of a defect in the paint or related materials, regardless of who supplied the paint.
- Varnished surfaces.
- Any damage caused in whole or in part by reason of fire, explosion, flood, acts of god, extreme weather, misuse, vandalism, negligence, or any other similar cause.
- Failure by the Recipient or its authorised agents to follow any maintenance instructions required by the manufacturer or others.
- Any intervening event that is subject to an insurance claim or beyond the control of either party.
- Fair wear and tear.

6.0 Consequential Loss:

Under no circumstances will Higgins be liable for any incidental, special, indirect or consequential loss or damage. This Warranty represents the full extent of the liability Higgins has to the Recipient.

This Warranty may not be altered or extended for any purpose unless done so in writing in a document executed by all parties to this agreement.

7.0 Warranty Claims:

In the event of a Claim under Warranty, the Recipient shall, within 10 days of discovery, provide written notice to Higgins of the defect and the date the defect was discovered. Higgins will inspect the potential defect to determine if the defect falls within the scope of this Warranty.

8.0 Further Information:

For any further information regarding this Warranty, please contact a Higgins Representative.

Signed on behalf of Higgins Coatings

Date

Signed on behalf of the Recipient

Date