

Warranty

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Thank you for your purchase of a BluSky Products Pty Ltd product. This Limited Warranty ("Warranty") is provided by BluSky Products Pty Ltd ("BluSky"), a company registered in New South Wales, Australia, in connection with the purchase of a BluSky product ("the Product") as identified in the corresponding purchase order.

BluSky warrants to the original purchaser ("the Buyer") that the Product is free from defects in workmanship and materials at the time of manufacture and for the period of Five (5) years from the date of sale of the Product and is subject to compliance with the Conditions of Sale of each product. This is an extended warranty and does not apply to or affect the warranty provisions of the Installer's warranty or obligations under Australian Consumer Law.

This Warranty constitutes the entire agreement between BluSky and the Buyer as to any warranty provided by BluSky to the Buyer on the Covered Product.

This Warranty applies to the first purchaser only. The Buyer may be:

- An Original Equipment Manufacturer (OEM).
- A Fabricator or Installer.
- An Authorised dealer or retailer.
- An End User.

This Warranty does not extend to any subsequent purchaser(s) or transferee of the Product and is not transferable.

Notifications of Installation: It is an essential condition of this Warranty that the Buyer notifies BluSky in writing via facsimile or email when the product is applied or used within five (5) business days of the completion of the installation. The notification must include where the Product has been used and must include the Buyer's name, location, date product installed, batch number(s) if applicable, estimated square meters, temperature and estimated humidity. In the absence of such notification at the time of installation BluSky may deny liability.

Extent of Cover: Where Buyers have fully complied with the conditions of sale for the Product including proper storage, maintenance and installation of the Product in the event of Product failure BluSky will at its discretion offer a refund replace the Product only at no cost to the Buyer or engage its insurer to assess the claim. BluSky accepts no liability for Improper installation or cleaning, wear and tear, scuffs and scratches, stains, animal damage, fading or discolouration considered to be normal or misuse.

BluSky accepts no liability for any consequential damages, or replacement or other costs or damage to the maximum extent provided under the applicable Consumer Law. All claims are limited to the invoice value for faulty Product used.

Fitness for Purpose: Buyers must determine whether the product is fit for the purpose and application for which they intend to use the Product. Buyers need to refer to the product descriptions, Technical Data Sheets (TDS) Safety Data Sheets (SDS) and Installation Instructions provided by BluSky. These are also available through the website www.bluskyproducts.com.au. BluSky accepts no liability where a Product has been used for an inappropriate purpose or application.

Where Buyers have any questions, doubts or uncertainties about any particular application for a Product they should discuss their proposed use with a BluSky representative and reach an agreement about its suitability for a particular application.

Faulty, Inadequate or Inferior Substrates, Workmanship or Use: This Warranty will not apply if detachments or other defects in the work carried out occur as a consequence of a faulty building structure, an inferior substrate, inferior workmanship or the application of inappropriate chemicals used in the maintenance of, or that occur while the Buyer or the Buyer's clients have not complied with all applicable directions, or have followed different directions in connections with the installation of the Product.

Warning

Use of Cleaners:

- Cleaners must be inside the pH range greater than 4.5 and less than 8.
- Cleaners containing bleach must not be used unless specified in the technical literature.
- Organic solvents such as acetone, mineral spirit or turpentine must not be used.
- Abrasive cleaners must not be used.

Buyers need to be aware that these Products may be damaged by the use of inappropriate cleaners. BluSky does not recommend the use of chemicals such as acids and alkalis. These may damage the Product. Where any such product has

been used accidentally the surface should be washed thoroughly with fresh water and the cleaner should not allowed to dry.

Storage: Products should be stored as described in the technical literature for that Product. The Warranty will not apply where the Products are stored incorrectly. Product must be inspected for colour variances prior to storage.

In addition Buyers must comply with storage conditions specified for any particular product.

Notifications:

Damage on Delivery: Any damage to Product caused by delivery must be noted on the delivery documents at the time of the delivery. The Buyer has Five (5) days after delivery to file a written claim or in the case of international sales fourteen (14) days if the sale originates from outside Australia. Damaged Product must be returned or recoverable by BluSky. Claims will not be accepted for any Product that has been cut and/or machined or modified from its original form.

Product Failure: BluSky must be notified in writing within five (5) business days of the Buyer becoming aware of any product failure.

BluSky must be given reasonable opportunity to inspect any such failure prior to any restoration work being undertaken: Where BluSky has not been provided such opportunity to inspect faulty Product prior to restoration, BluSky will deny any liability.

Payment for Product: The occurrence whether actual, perceived, or potential of any Product damage or failure does not give the Buyer the right to decline payment. BluSky may deny liability where Product remains unpaid or payment remains partially or completely outstanding.

No Extension of Warranty: Fulfilment of the warranty by BluSky will not lead to any extension to or renewal of the original Warranty period.

Warranty Disclaimers:

This Warranty supersedes and replaces any previous warranty made or offered to the Buyer by BluSky, including but not limited to any Warranty set forth in any other agreement between the parties hereto.

BluSky specifically disclaims all warranties of any kind, express or implied, not specifically set forth in this Warranty; (1) There are no Warranties established or implied; (2) There are no Warranties which extend beyond the description on the face hereof; (3) No express Warranty is given; (4) No affirmation of fact or promise made by BluSky, by word or action, shall constitute a Warranty.

Except for the provisions set forth in this Warranty, no agent, employee, subcontractor, or representative of BluSky has any authority to bind BluSky to any other affirmation, representation, or Warranty concerning the product sold to the Buyer. Unless an affirmation, representation or Warranty is specifically included in this Warranty, it shall not be enforceable by the Buyer.

BluSky may, from time to time, in our sole discretion offer to repair or replace the Product in certain specific situations. Such offers by BluSky, if made, are not to be constructed as a waiver or any exclusion or other limitation to this Warranty stated herein, nor are they to be construed as a course of detailing that in any way modified the terms of this Warranty. These repairs or replacements will be considered a tool utilised for customer satisfaction.

Process to Make a Claim:

a. Claimant must contact BluSky Products by email or facsimile and provide proof of purchase. Claimant must advise BluSky where the Product was purchased, the date of purchase and the product batch number(s) if applicable and provide supporting evidence such as but not limited to photographs of the failure being experienced. If photographs are not provided at the time of submission, this will result in an immediate claim denial. The original Buyer must be the one to submit the claim. If the claim is not submitted by the first purchaser this will result in immediate claim denial i.e. if the Product(s) were purchased from a company that sells the product, the claim must be submitted by the company that product was purchased from.

NOTE: If you are part of our OEM, Dealer, or Fabrication/Installer Network you MUST submit the warranty claim on behalf of your end-user customers. Once submitted, the request will be reviewed by the BluSky warranty team, and they will determine whether the warranty request is covered under this Limited Warranty.

b. Claimants must allow BluSky Products Pty Ltd reasonable opportunity to inspect the faulty product in situ before undertaking any removal or restoration work.

c. A representative must attend the complaint, examine all details, take photos and record time spent, location unless agreed otherwise.

d. Samples of failed product may be collected by the BluSky representative at the site for further inspection and testing.

e. Where BluSky is satisfied there may be grounds for a claim BluSky will, at its discretion, forward the claim to the Manufacturer, its Product Liability Insurer or BluSky Products Pty Ltd may agree to settle the claim itself directly.

