

## **DUTURO TEN YEAR MATERIALS WARRANTY**

Armourcoat Limited, hereinafter referred to as Armourcoat, hereby warrants that Duturo, when applied in accordance with the current specification sheets, shall be free from defects in the manufacture of the materials and will not, as a result of such defects, peel, flake, delaminate or fade within a period of ten years from the date of completion of the project. However, no such warranty stated herein shall be effective until and unless the materials subject to this warranty shall have been paid for in full.

It is specifically understood and agreed that no warranty whatsoever is made with respect to:

- ◆ materials produced by other manufacturers and not bearing Armourcoat's name or logo which are used in the application of Armourcoat's materials covered hereunder
- ◆ surfaces to which Armourcoat Duturo is applied

Further, this warranty is void if the Armourcoat materials are intermixed with other additives, chemicals or materials not specifically required by Armourcoat's specifications or if the Duturo is applied to any other materials or substrates other than recommended by Armourcoat.

Further, no warranty whatsoever is made for damage caused in whole or in part by wear and tear, accidental damage, impact damage or acts of God or natural phenomenon, such as but not limited to falling objects, fire, earthquake, floods, pests, chemical fumes in the atmosphere, nor architecture, engineering, defective or improper workmanship by the applicator, aesthetics, nor other damage or injury not solely and directly caused by defects in Armourcoat's materials as covered under this warranty.

This constitutes the entire warranty agreement and Armourcoat makes no other warranties expressed or implied with respect to the materials except as expressly stated herein.

ARMOURCOAT DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE MATERIALS DESCRIBED HEREIN OR THE APPLICATION THEREOF AND FURTHER, ARMOURCOAT MAKES NO WARRANTY THAT THE MATERIALS ARE FIT FOR ANY PARTICULAR PURPOSE.

Armourcoat shall not be responsible for incidental or consequential damages of any kind. The sole responsibility and liability of Armourcoat under this warranty shall be to replace the Armourcoat materials described herein shown to be defective during the warranty period, and only for the materials warranted hereunder. No other charges or expenses will be allowed or borne by Armourcoat.

This warranty is issued to the original owner of the structure into which Armourcoat's materials have been incorporated, and may not be transferred or assigned.

Armourcoat shall not have any obligations under this warranty unless the owner notifies **Armourcoat Limited, Morewood Close, London Road, Sevenoaks, Kent TN13 2HU, United Kingdom** in writing, or its designated agent/distributor in writing, within thirty days of the alleged defects. Armourcoat shall be allowed a reasonable period of time, authorisation to remove samples, and to perform any testing that Armourcoat deems necessary to investigate and determine the cause of the defect.

Armourcoat shall not have any obligations hereunder unless the Duturo been maintained by the owner with reasonable care.

This warranty shall be interpreted under the laws of England.