

GUARANTEE

Nawtint Pty. Ltd. ("**Nawtint**") guarantees the **Nawtint** Masonry Colour Treatment applied to the Site Address detailed below against faulty workmanship and against faulty tinting materials.

Nawtint offers a full twenty five year guarantee on the **Nawtint** Masonry Colour Treatment commencing from the date of this certificate.

This guarantee will apply where the **Nawtint** Masonry Colour Treatment has been subjected to normal weathering conditions and covers all materials and services provided by **Nawtint** and is regulated by the conditions below.

Site Address:

Date:

Nawtint Signatory:

CONDITIONS FOR GUARANTEE

If you believe that the **Nawtint** Masonry Colour Treatment for the Site Address (as specified overleaf) was faulty , you need to notify **Nawtint** in writing within 30 days of you becoming aware that this is the case.

We will then inspect the **Nawtint** Masonry Colour Treatment at the Site Address and will notify you , usually within 7 business days , as to whether the colour treatment materials or the **Nawtint** workmanship were found to be faulty or defective.

If so , we will at no charge to you rectify the **Nawtint** Masonry Colour Treatment for the Site Address so long as the following are all met (which are all “essential terms”):-

- a) The written notice from you was received within 25 years of the date of this certificate;
- b) This certificate is signed by an authorised **Nawtint** signatory;
- c) The initial order for the **Nawtint** Masonry Colour Treatment for the Site Address was paid in full by the due date;
- d) The person(s) claiming against this Guarantee must be the current owner(s) of the Site Address.
- e) The masonry products which have been treated by the **Nawtint** Masonry Colour Treatment at the Site Address:-
 - i. are not themselves defective;
 - ii. have not been subjected to any form of treatment (including, but not limited to, sandblasting, acid washing, painting, tinting, silicone treatments or any form of chemical wash)
 - iii. have not been exposed to organic growth (such as vines, shrubs or any other plants);
 - iv. have not been subjected to continuous moisture or dampness (for example , from leaks, capillary action, seepage or any other reason) and have not been damaged as a result of inadequate drainage, positioning of sprinkler heads or automatic irrigation water outlets. (For that reason no guarantee is provided in respect of Masonry below the damp-proof course nor for uncapped freestanding Masonry).
 - v. meet all applicable building and design standards in the industry (including but not limited to the Masonry Specifications issued by the Clay Brick & Paver Institute Design Manual 9 and 10) in force as at the date of this guarantee (being the date inserted above).
- f) The **Nawtint** Masonry Colour Treatment for the Site Address has not been interfered with and no attempt has been made by anyone (other than Nawtint) to remedy or rectify any **Nawtint** treated masonry which is believed to be faulty.

If Nawtint determines that the **Nawtint** Masonry Colour Treatment was not faulty , or else that any of the above essential terms were not met, **Nawtint** may notify you that this is the case whereupon **Nawtint** shall be under no obligation to you and shall not be required to undertake any remedial or rectification work under this guarantee nor shall it be liable to compensate you in any way.