



GUARANTEE

Nawkaw Australia guarantees the Nawkaw Brickwork and Masonry Colour Treatment applied to the Site Address detailed below against faulty workmanship and against faulty tinting materials.

Nawkaw Australia offers a full twenty-five-year guarantee on the Nawkaw Brickwork and Masonry Colour Treatment commencing from the date of this certificate.

This guarantee will apply where the Nawkaw Brickwork and Masonry Colour Treatment has been subjected to normal weathering conditions (i.e.: sun, wind, and rain exposure at the address) and covers all materials and services, provided by Nawkaw Australia and is regulated by the conditions below.

In Favour Of:

Site Address:

Scope:

Date:

Nawkaw Australia Signatory: _____

Tony Watling
Brick Appeal Pty Ltd as Trustee for Watling
Family Trust Trading as Nawkaw Australia

Licensed NAWKAW applicator for NSW

CONDITIONS FOR GUARANTEE

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

We will then inspect the **Nawkaw** Brickwork and 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 **Nawkaw** workmanship were found to be faulty or defective.

If so, we will at no charge to you rectify the **Nawkaw** Brickwork and 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 **Nawkaw** signatory;
- c) The initial order for the **Nawkaw** Brickwork and 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 brickwork and cement sheet cladding which have been treated by the **Nawkaw** Brickwork and 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); Please note that discolouration caused by over cleaning with strong acids that subsequently appear after **Nawkaw** application is not a warranty defect.
 - iii. have not previously exhibited stains, leachate and discolouration that appeared after the initial brick cleaning.
 - iv. have not been exposed to organic growth (such as vines, shrubs or any other plants)
 - v. have not been subjected to continuous moisture or dampness (for example, from leaks, 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.
 - vi. meet all applicable building and design standards in the industry in force as at the date of this guarantee (being the date inserted above).
- f) The **Nawkaw** Brickwork and Masonry Colour Treatment for the Site Address has not been interfered with and no attempt has been made by anyone (other than **Nawkaw**) to remedy or rectify any **Nawkaw** treated brickwork and masonry which is believed to be faulty.
- g) Any reference to **Nawkaw Australia** in this document shall be construed as meaning Brick Appeal Pty Ltd

If **Nawkaw** determines that the **Nawkaw** Brickwork and Masonry Colour Treatment was not faulty, or else that any of the above essential terms were not met, **Nawkaw** may notify you that this is the case hereupon **Nawkaw** 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.