



**Nawkaw Australia** guarantees the **Nawkaw** Concrete 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** Concrete Colour Treatment commencing from the date of this certificate.

This guarantee will apply where the **Nawkaw** Concrete 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.

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**In Favour Of:**

**Site Address:**

**Date:**

**Nawkaw Australia**

**Signatory:**

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Tony Watling

Director of Brick Appeal Pty Ltd T/A Nawkaw Australia

Licensed **NAWKAW** applicator for NSW



## CONDITIONS FOR GUARANTEE

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

We will then inspect the **Nawkaw** Concrete 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, in **Nawkaw's** opinion.

If **Nawkaw**, or an independent third party, judges that the defect to be as a result of failure in **Nawkaw** products or workmanship, then, we will at no charge to you rectify the **Nawkaw** Concrete 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** Concrete 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), (or facility manager acting on behalf of the owners of the Site Address.)
- e) The concrete products which have been treated by the **Nawkaw** Concrete Colour Treatment at the Site Address:-
  - i. Are not themselves structurally defective; **Nawkaw** are to inspect the substrate prior to application. If **Nawkaw** do not accept any areas of substrate, then they must make **(Insert Company)** aware of these areas, at which point **(Insert Company)** may either rectify the substrate or exclude these noted areas from the guarantee.
  - ii. Meet all applicable building and design standards in the industry (including but not limited to the Australian Building code) in force as at the date of this guarantee (being the date inserted above).
- f) The **Nawkaw** Concrete Colour Treatment for the Site Address has not been interfered with and no attempt has been made by anyone (other than **Nawkaw Australia**) to remedy or rectify any **Nawkaw** treated concrete which is believed to be faulty. If **an independent third party** determines that the **Nawkaw** Concrete Colour Treatment was not faulty, or else that any of the above essential terms were not met, **Nawkaw Australia** may notify you that this is the case whereupon **Nawkaw Australia** 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.
- g) Any reference to **Nawkaw Australia** in this document shall be construed as meaning Brick Appeal Pty Ltd