



10 Year Warranty Terms and Conditions

“Product” - Qualicoat approved Architectural Grade Anti-Graffiti & Anti-Bacterial signage

NOVADURA is a Patented 3 layer coating incorporating specialised Patented inks onto pre-treated aluminium and other metallic base materials. The multi coat system has passed the performance criteria below to meet the warranty requirements

1 NOVADURA Ltd warrants to the “Customer” that the NovaDura “Product” will, subject to these terms and conditions, have the following qualities:

(i) **Architectural Standards**

The base coats will conform to current Qualicoat specification for powder coatings for architectural application.

(ii) **Checking and Cracking**

During the 10 year period commencing on the date that the Customer first uses the Product (the "Guarantee Period") there will be no visible checking or cracking of the Product to an extent that is apparent on ordinary outdoor observation. The terms “checking” and “cracking” have the meaning given in EN ISO 4618:2004.

(iii) **Weathering Performance**

Weathering performance is measured by reference to Qualicoat and EN ISO 2810:2004. During the Guarantee Period, any change in the shade on the surface will not affect the uniform appearance of the finish.

(iii) **Gloss Degree**

When supplied to the Customer the degree of gloss will be visually acceptable to an agreed standard. During the Guarantee Period, surface gloss reduction shall be even without adversely affecting the uniform appearance.

(iv) **Gloss Retention and Colour Fastness**

On the date of supply, the Product will meet in full the requirements of British Standard BS EN 12206-2004 (BS6496) for colour fastness and gloss retention. Furthermore, the Product has been tested to ASTM G154 500 hours QUVB showing no significant loss in gloss retention and colour fastness that would affect the uniform appearance of the aesthetic finish.

(v) **Adhesion**

The adhesion of the Product shall have cross-cut coefficient zero when measured by reference to EN ISO 2409:1995 on a panel prepared and coated in strict accordance with the multi layer process.

(vi) **Durability**

The Anti-Graffiti coat has been approved to the following test methods:

Mandrel bend:	BS3900 E1	Pass 13mm
Scratch:	BS3900 E2	In excess of 4kg
Impact:	BS3900 E3	Pass 50 in lbs.
Adhesion:	BS3900 E6	No detachment
Humidity:	BS3900 F2	Pass 1000 hrs
Salt Fog:	ASTM B117	Max. 2mm creep @ 500 hrs

"Magic Marker": No staining: 265 hrs

‘Aerosol’ Spray paint No staining: 265 hrs

Product does not soften when exposed to the following commercially available solvents:

Propan-2-ol

Methylethylketone

Draper Penetrating Graffiti Remover (www.draper.co.uk)

Nitromors Graffiti Buster (www.makediyeasier.co.uk)

HG Graffiti Remover (www.HGinternational.com)

Graffsolve Plus (www.solventsolutions.co.uk)

Substrate used in obtaining performance data was 20-gauge mild steel pre-treated using a medium weight zinc phosphate.

2. NOVADURA shall not incur any liability under this guarantee or at all whatsoever in the event that any one or more of the following circumstances shall occur:

- where notification in writing is not received by NOVADURA from the Customer within 30 days of detection of the matter giving rise to the claim
- where failure is due to causes beyond the control of NOVADURA such as, but not limited to impact, abrasion, mechanical damage, fire damage, malicious damage, pollution or abnormal weather conditions
- where failure is associated with prolonged exposure of the Product to temperatures above 50°C or to acids or other hazardous chemicals which are known or believed to be damaging to powder coatings
- where surfaces have been re-coated or touched up
- where the Product is located within 300 metres of the sea or failure of the Product is associated with exposure to hazardous or abnormal environments (as determined by NOVADURA acting reasonably) unless NOVADURA has confirmed its agreement in writing to the Customer to guarantee the Product in the specified location. If the Customer is in doubt as to whether any environment is hazardous or abnormal then it should seek guidance from NOVADURA
- where the Product has not been cleaned at least monthly by washing all surfaces with a mild detergent and warm water solution using a soft cloth or sponge with suitable records being kept and maintained
- where failure is associated with the use of adhesive tapes, sealants or mastics
- where storage, handling and transit of coated components is not in accordance with the recommendations contained in BS EN 12206-2004 (section/Appendix ??)
- where 5% or less of the total coated area of the Product has failed to meet the performance criteria referred to in paragraph 1 above
- where the Customer purchases the Product from any third party other than NOVADURA

3. This guarantee will only be valid where the Product is supplied by a NOVADURA. Under no circumstances will NOVADURA be liable due to variations in the composition of the substrate.

4 Under no circumstances whatsoever shall NOVADURA be liable for losses, consequential or otherwise, save where NOVADURA are shown to have failed to exercise reasonable care in the manufacture and supply of the Product. NOVADURA shall not be liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for any economic loss of any kind whatsoever; loss of profit, business contracts, revenues or anticipated savings or damage to the Customer's reputation or goodwill; or loss resulting from any claim made by any third party (including the Customer's customer); or special, indirect or consequential loss or damage.

5 The Customer shall maintain and, in the event of a claim, shall make available to NOVADURA or its nominees, for inspection and/or copying, the following records:

- Maintenance records including details of washing and cleaning procedures
- Any other data relevant to the service history of the coating system

6 In addition, the Customer shall permit NOVADURA, should NOVADURA so request, to inspect the installation or property to which the Product has been applied.

7 In the event of a valid claim, the Customer's only remedy and NOVADURA's only obligation shall be to provide replacement Product and pay the proven and reasonable labour costs and travelling expenses as NOVADURA deem necessary to repair the failure in-situ. Any replacement Product will only be guaranteed on specific terms (if any) agreed by NOVADURA at the time of supply. NOVADURA's entire liability under this guarantee shall be limited to the value of each individual order and will not be liable for third party claims or consequential losses whatsoever.

8 This guarantee will only apply where the property to which the Product is applied is within the United Kingdom or Eire. This guarantee will only apply to the installation of the Product in other countries with the prior written approval of NOVADURA.

9 Any alterations to or modifications of this guarantee must be in writing and signed by authorised representatives of the Customer and NOVADURA.

10 This guarantee is granted to the Customer alone as the purchaser of the Product and is non-transferable and non-assignable in whole or in part. The Customer shall not itself nor permit its agents, representatives or contractors to

represent or imply that this guarantee extends to or is available to anyone other than the Customer. This guarantee shall not be enforceable by any third party and accordingly no person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this guarantee.

11 This Warranty is in lieu of and excludes any express or implied warranties or conditions, statutory or otherwise, as to the quality or fitness for any purpose of the Product (other than contained in Section 12 of the Sale of Goods Act 1983).

12 This guarantee shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the English courts only. NOVADURA terms and conditions of sale shall apply to all Product supplied by NOVADURA and in the event of any inconsistency with the provisions of this guarantee then the provisions of this guarantee shall prevail.