



## WARRANTY AGAINST DEFECTS

Sage Crew Limited T/A Colourmix Painting and its successors and assigns ("ColourMix") provides the following limited warranty against defects to:

("the Customer") *[Insert Customer's Name In Box Above]*

### 1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in the Materials which becomes apparent and is reported to ColourMix in accordance to clause 4.1 ("Defect").
- 1.2 The conditions applicable to the warranty given by clause 1.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
    - (i) failure on the part of the Customer to properly maintain any Materials, such as;
      - A. the building is to be chemically washed every 6-12 months; and
      - B. with the manufacturer's recommended equipment and chemical products; or
    - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by ColourMix; or
    - (iii) any use of any Materials otherwise than for any application specified on a quote or order form; or
    - (iv) installation, repair or alteration of the Materials is carried out by an unauthorised party without ColourMix's consent;
    - (v) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (vi) fair wear and tear, any accident or act of God.
  - (b) in respect of all claims ColourMix shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 1.3 The Customer acknowledges and agrees that ColourMix shall not be held responsible for any defective operation of Materials that is caused through movement or structural failure of the building upon which the Materials were applied (including but not limited to cracks in paint, blocks or stone) which are beyond ColourMix's control.
- 1.4 For Materials not manufactured by ColourMix, the warranty shall be the current warranty provided by the manufacturer of the Materials. ColourMix shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.
- 1.5 In the event that the manufacturer's Materials are deemed to be faulty, ColourMix reserves the right to halt the commencement for re-installation of replacement Materials until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the re-installation of the Materials.

### 2 WHAT COLOURMIX WILL DO TO HONOUR THE WARRANTY

- 2.1 ColourMix will repair any defect to its full extent.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works includes any disassembling and reassembling required in order to assess or rectify the defect.

### 3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
- (a) present the defective Materials/Works to ColourMix for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
  - (b) provide evidence of proof of purchase upon request by ColourMix.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.
- 3.4 The Customer acknowledges and accepts that all warranty claims will be dealt with by ColourMix during the normal hours, Monday-Friday. In the event that ColourMix is required to provide the Works urgently, that may require ColourMix's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then ColourMix reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between ColourMix and the Customer.

### 4 DURATION OF WARRANTY

- 4.1 This warranty will cease from the date being twelve (12) months after the Customer takes delivery of the Materials/Works.
- 4.2 If a Defect does not materialise in the Materials/Works prior to the date provided in clause 4.1, ColourMix will have no liability to the Customer under this Warranty Against Defects and the Customer releases ColourMix from all claims for loss or damage in any way connected with the Materials/Works from that date.

## 5 RESPONSIBILITY FOR COSTS OF CLAIM

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- 5.1 ColourMix is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

## 6 RIGHTS AT LAW

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- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Materials/Works.
- 6.2 ColourMix's Materials/Works come with guarantees that cannot be excluded under the Consumer Guarantees ACT.
- 6.3 In the event that the Materials/Works are deemed defective (or part of them), the Customer is entitled to (within a reasonable time):
- (a) have the Materials repaired or replaced (or part of them), if the Materials/Works fail to be of acceptable quality and the failure does not amount to a major failure, or
  - (b) a refund if ColourMix is in breach of clause 6.3(a) (i.e. within a reasonable timeframe); or
  - (c) resupply or fix a problem with Works (or part of them); and
  - (d) in the event of a **major failure** with the Materials/Works, the Customer shall be entitled to:
    - (i) **Materials** -a full refund or alternatively a replacement of the Materials (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
    - (ii) **Works**-cancel the Customer's Service Contract with ColourMix and a refund for the unused portion or compensation for its reduced value.

# WARRANTY CLAIM FORM

**Warranty Providers Name:**

Sage Crew Limited T/A Colourmix Painting

**Warranty Providers Address:**

3 Nicholson Street, Mayfair, HASTINGS 4122

Customer:

**Contact No.**

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**Description of Materials/Works provided:**

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**Receipt enclosed:**  
*(tick box)*

Yes       No

**Receipt No:**

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**Description of defects (Give as much detail as possible. Use a separate page if required):**

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**Date of purchase/Materials provided:**

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I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed: .....

Name *(please print)*: .....

Dated: .....

[Please note, the issue or completion of this form by the Customer does not constitute an admission of liability by ColourMix]