

Terms and Conditions

For the use of Interpon D25 / Interpon D36 on Aluminium Substrates

1. Akzo Nobel Powder Coatings Ltd ("Akzo Nobel") guarantees to the Customer subject to these terms and conditions that:
 - i) Interpon D as supplied to the Customer meets in full the requirements of British Standard BS6496: 1984. This includes colour retention and chalking resistance when tested in Florida in accordance with BS6496: 1984:
 - Colour change will not exceed one step in the hue, value or chroma in the Munsell atlas from the original colour.
 - Chalking will not be in excess of the minimum standard illustrated in the photographic reference of ASTM D659: 1980.
 - ii) During the guarantee period there will be no visible checking or cracking of any Interpon D film.

The "guarantee period" shall mean a period of twenty-five years commencing on the date that the Customer uses the Interpon D.
2. The performance warranties given in Clause 1 of this Guarantee are strictly conditional upon Interpon D being applied to the property in accordance with the instructions contained on the relevant product data sheet. A copy of which is attached. All relevant DIN, ISO, British Standard or Akzo Nobel standards must be strictly adhered too.
3. In the event of a valid claim Akzo Nobel's only obligation shall be to provide replacement coating material and pay the proper costs of such reasonable labour and travelling expenses as Akzo Nobel deems necessary to repair the failure in-situ provided Akzo Nobel shall not be liable: -
 - i) for the first £ 2,000 of such repair costs of each and every claim;
 - ii) for any claim whether arising in contract, tort (including negligence) or otherwise for any consequential economic or other indirect damage or loss and expense including loss of profits, income, contracts, business, production or goodwill or for any claims made against the Customer by third parties.
 - iii) if any of the circumstances set out in Clause 4 below apply; and further, provided that Akzo Nobel's entire liability under this guarantee to the Customer in respect of any one claim or the aggregate of any series of claims relating to Interpon D supply shall not in any event exceed in the aggregate £ 25,000
4. Akzo Nobel shall not incur any liability under this guarantee whatsoever in the event that any one or more of the following circumstances shall occur;
 - i) the pretreatment, application, curing, testing and quality management procedures are not carried out strictly in accordance with the requirements of Interpon D "Approved Applicator" status as notified by Akzo Nobel to the Customer in writing following the approved applicator evaluation.
 - ii) there is any failure in the adhesion of the coating such as, but not limited to any flaking or blistering of the coating.
 - iii) notification in writing is not received by Akzo Nobel from the Customer within 30 days of detection of the matter-giving rise to the claim.
 - iv) damage to or deterioration of the coating system arising from causes beyond the control of Akzo Nobel such as but not limited to mechanical damage, fire damage, malicious damage, pollution and abnormal weather conditions.
 - v) where surfaces have been re-coated or touched up, where more than one coat of Interpon D has been applied or where any surface has been stripped and then re-coated with Interpon D.
 - vi) where failure is associated with prolonged exposure of the coating to temperatures in excess of 110°C or to acid or other hazardous sources which are known or believed to be damaging to powder coatings.
 - vii) where failure is associated with continuous exposure of the coating to the direct influence zones of salt water unless prior to the application of the coatings, Akzo Nobel has confirmed its agreement in writing to the Customer to guarantee the coating as applied to the property in a specified location.
 - viii) where Interpon D has been stored for periods of time not in accordance with the current Product Data Sheet's recommendations.
 - ix) where the coated surfaces have not been maintained by the Customer in accordance with Akzo Nobel's recommended maintenance procedures.
 - x) where failure is associated with the use of adhesive tapes or with the use of Sealants or Mastics.
 - xi) where failure is associated with jig points or other fixing points.
 - xii) damage or deterioration caused by any default or misuse of Interpon D by the Customer or any third party.
- xiii) any claim arising out of the use of Interpon D in conjunction with equipment or materials not set out in Akzo Nobel's published product literature or reasonably contemplated by Akzo Nobel.
5. The Customer shall maintain and, in the event of a claim shall make available to Akzo Nobel or its nominees, for inspection and/or copying, the following records:
 - pretreatment plant records
 - oven temperature records of curing ovens during stoving
 - application records and quality control records for each production job
 - maintenance records including details of washing and cleaning procedures
 - any other data relevant to the service history of the coating system.

In addition, the Customer shall permit Akzo Nobel, should Akzo Nobel so request, to inspect the property to which the Interpon D has been applied. Repairs under this guarantee may only be carried out by Akzo Nobel or, after consultation with Akzo Nobel, by an applicator approved by it, in writing.
6. If, whether pursuant to this guarantee, approval of the Customer as an approved applicator or otherwise, Akzo Nobel carries out any testing of the Customer's procedures or operation or makes any recommendations, suggestions or advice in respect thereof or provides the customer, its employees, agents or contractors with technical advice relating to the use or application of Interpon D (including without limitation the matters set out in the Product Manual) or plant and equipment used in connection therewith or otherwise (any such test, recommendation, suggestion, advice, technical advice, plant or equipment being referred in this Clause 6 as "Services"), while using all reasonable efforts to secure that any Services so provided are accurate and useful, Akzo Nobel gives no representation, warranty or undertaking relating to the accuracy, completeness, usefulness, suitability, effect or otherwise of the Services or the quality or condition of such plant and equipment or otherwise and Akzo Nobel shall not be liable in respect of any act, omission, deficiency, neglect or otherwise in the provision of any Services or any matter associated therewith.
7. The Customer agrees that it will at all times hereafter hold harmless and indemnify Akzo Nobel against all third party claims for loss, damage or expenses brought against Akzo Nobel of whatsoever nature and howsoever arising caused by or related to Interpon D of the coating system, its application, repair or replacement under this guarantee, or by, or as a result of the provision of any Services, as that expression is defined in Clause 6 above.
8. Notwithstanding anything to the contrary in this guarantee, nothing in this guarantee shall exclude, restrict or limit Akzo Nobel's liability for death or personal injury resulting from its negligence nor affect the Customer's statutory rights in this respect.
9. This guarantee sets out Akzo Nobel's entire liability for any fault or claim arising out of or in connection with the quality or condition of all Interpon D supplied to the Customer (including without limitation its merchantability and fitness for purpose). All warranties, representations, conditions and terms, whether express or implied, written or oral as to any such matters are hereby expressly excluded to the fullest extent permitted by law and for the avoidance of doubt the warranty contained in Clause 4 of Akzo Nobel's "Conditions of Sale" (a copy of which is attached and which the Customer hereby acknowledges he has seen) is expressly superseded by this Guarantee. Except to the extent varied in the terms and conditions of this guarantee the Customer acknowledges that all products supplied and all technical advice given by Akzo Nobel shall be subject to Akzo Nobel' Conditions of Sale.
10. This guarantee will only apply where the property to which Interpon D is applied is installed on premises within the United Kingdom and Eire.
11. Any alterations to or modifications of this guarantee must be in writing and signed by authorised representatives of the Customer and Akzo Nobel. Installation in other countries must be agreed and confirmed in writing by Akzo Nobel.
12. This guarantee is granted to the Customer alone as the purchaser of Interpon D and is non-transferable and non-assignable in whole or in part. The Customer shall not itself nor permits 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.
13. All communications relating to this guarantee shall be in writing and deemed duly served three days after it has been sent by First Class registered post, or immediately upon receipt if delivered by hand or properly sent by facsimile transmission.
14. This guarantee represents the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter.
15. This guarantee shall be construed in accordance with English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts to settle any disputes, which may arise in connection with this guarantee.