

# REFINISHER'S WARRANTY AGREEMENT

IT IS AGREED as follows:

## 1 Warranties:

- 1.1 Freeworld Automotive Coatings (FREEWORLD) warrants in favour of The Refinisher that, subject to the terms and conditions set out below and to the exclusions contained in Clause 2, and further subject to The Refinisher complying with its obligations contained in Clause 3 –
- (a) the paint products in the Standex refinish paint system, when applied in the refinishing of motor vehicles will not:
    - (i) lose gloss or change colour to any degree greater than the original vehicle manufacturer's coating on the vehicle; or
    - (ii) crack, craze, peel or lift.
- 1.2 If a claim is made pursuant to Clause 1.1 and subject to such claim being made promptly after it is brought to the attention of The Refinisher
- (a) FREEWORLD has prior to any removal or reapplication of paint products to the motor vehicle, received written notice from The Refinisher
    - (i) that a motor vehicle to which the Standex refinishing paint systems were applied has been returned to The Refinisher for repair, and
    - (ii) specifying full details of the claim which is made in respect of the paint products; and
  - (b) FREEWORLD (in its sole and absolute discretion) has verified the complaint in any manner it thinks fit including:
    - (i) requiring The Refinisher to establish to the reasonable satisfaction of FREEWORLD that The Refinisher has complied with this agreement; and
    - (ii) establishing that the owner or lessee of the motor vehicle (the "Owner or Lessee") to which the paint products were applied has complied with the terms and conditions contained in the Owner's Warranty Agreement. FREEWORLD shall provide to The Refinisher the specification for repair and, after The Refinisher has repaired the vehicle, in accordance with those specifications, shall
  - (c) replace the materials used by The Refinisher in repairing the vehicle; and
  - (d) pay to The Refinisher the cost of the labour required to repair the vehicle. The cost of the labour shall be calculated by multiplying an average hourly insurance labour rate (determined by FREEWORLD in its sole and absolute discretion) by the number of hours (determined by FREEWORLD in its sole and absolute discretion) to be necessary to repair the vehicle.
- 1.3 FREEWORLD may carry out any necessary tests (including destructive tests) on the paintwork of any vehicle in respect of which a claim is made under Clause 1.1.
- 1.4 FREEWORLD shall replace free of charge any paint products or support materials in the Standex refinish paint systems which, upon the removal of packaging, are not fit for use.

## 2 Exclusions from the warranties:

- 2.1 The liability of FREEWORLD in respect of the paint products and support materials on the Standex refinish paint systems shall be limited to its liability under Clause 1. Without limiting the generality of the foregoing, and save as provided herein, The Refinisher will have no other claim of whatsoever nature against FREEWORLD, and howsoever arising, and accordingly FREEWORLD shall not be liable for any loss or damage whatever suffered by The Refinisher, including any loss of profit or other special damages or any consequential damages whatever.
- 2.2 The warranties contained in Clause 1 shall not apply to any defect referred to in 1 which is not directly attributable to the Standex refinish paint system, including without limitation:
- (a) fractures, chips, abrasions and similar damage resulting from motor vehicle accidents or other accidental contact;
  - (b) any damage resulting from direct contact with deleterious substances or from the presence of deleterious substances in the atmosphere;
  - (c) deliberate damage;
  - (d) damage caused by rust or rust under creep;
  - (e) damage wholly or partly caused by the original paint finish;
  - (f) complaints relating to the colour or colour matching of the refinish paint as applied by The Refinisher (other than loss of gloss or change of colour).

- (g) damage caused by dirt being trapped in the topcoat or undercoats;
- (h) complaints or damage relating to the application of paint products or support materials in the Standex refinish paint systems which, upon the removal of packaging, were obviously not fit for use by The Refinisher.
- (i) any other damage occasioned by misuse or abuse.

2.3 The warranties contained in Clause 1 shall not apply if:

- (a) products other than Standex products and the support materials associated with those products were used;
- (b) The Refinisher failed to strictly follow the procedures specified in all technical data sheets applicable to the products in use (as amended from time to time);
- (c) the spray painter employed by the Refinisher at the time of repainting did not hold a valid Standex Training Certificate obtained from the Standex Training Centre or any other qualification approved by FREEWORLD ;
- (d) the application of the paint products were carried out in a spray booth which was not completely sealed, well lit, pre-filtered and exhaust equipped;
- (e) **a copy of the Owner's Warranty Agreement (available on the internet – [www.standex.co.za](http://www.standex.co.za)) was not given to the owner or lessee;**
- (f) **the Refinisher's Warranty Agreement was not signed by The Refinisher and one copy received by FREEWORLD within four (4) weeks of the date of application or the warranty agreement was submitted timeously via fax (011-907 8858);**
- (g) the owner or lessee failed to comply with any or all of his obligations under the relevant Owner's Warranty Agreement.

2.4 The warranties in Clause 1.1 will cease to apply upon the transfer of ownership or possession of the repainted vehicle unless;

- (a) the owner or lessee has to FREEWORLD 's satisfaction complied with the terms and conditions of the Owner's Warranty Agreement; and
- (b) the person to whom ownership or possession is transferred ("the Transferee") satisfies FREEWORLD that he has complied with the obligations imposed upon an owner or lessee as set out in Clause 4 and 5 of the Owner's Warranty Agreement.

2.5 The Warranties in Clause 1.1 will cease to apply upon transfer of ownership or possession of the motor vehicle by the Transferee.

### 3 Obligations of the refinisher:

The Refinisher shall:

- (a) strictly follow the procedures specified in all technical data sheets applicable to the products in use (as amended from time to time);
- (b) ensure that refinishing work is carried out by a spray painter holding a valid Standex Training Certificate obtained from the Standex Training Centre
- (c) apply the paint products in a spray booth which is completely sealed, well lit pre-filtered and exhaust equipped;
- (d) **print and sign the Warranty Certificate for the owner or lessee upon completion of refinishing work on motor vehicles on which the Standex refinish paint systems have been correctly applied, along with the relevant Owner or other duly authorised person;**
- (e) **print a copy for the Owner's Warranty Agreement via the internet ([www.standex.co.za](http://www.standex.co.za)) for the owner or lessee;**
- (f) give FREEWORLD notice in writing of any motor vehicle to which the paint products have been applied which is returned for repair and specify full details of the claim which is made in respect of the paint products applied to that vehicle;
- (g) ensure that FREEWORLD is able to carry out any necessary tests on the paintwork of any vehicle in respect of which a claim is made under Clause 1.1 and The Refinisher shall procure that the Owner shall further allow FREEWORLD to verify any claim made by the Owner;
- (h) not apply paint products or support materials in the Standex refinish paint systems which upon inspection are not fit for use.
- (i) ensure that any advertising or promotional material of whatsoever nature issued by The Refinisher, applicable to the warranty, be approved by FREEWORLD in writing prior to use.

**4 Termination:**

FREEWORLD may at any time terminate this agreement. Following termination of this agreement, FREEWORLD may, in its absolute discretion, rectify any claim made in respect of repainting work performed by The Refinisher using Standox paint products during the period of this agreement but shall not be obliged to do so.

**5 Undertaking by the refinisher:**

Save as otherwise provided herein, The Refinisher hereby indemnifies and holds FREEWORLD harmless against any claims which may be made against FREEWORLD by any Owner or lessee contemplated in 1.2 (b) (ii) in respect of any act or omission on the part of The Refinisher and/or its servants, agents permitted sub-contractors.

**6 General:**

This document constitutes the sole record of the agreement between the parties, the import hereof either part shall be bound by any representation, warranty, promise or the like not recorded herein. No addition to or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

