

ASIAN PAINTS DAMP PROOF MONEY BACK CHALLENGE

Scope:

Asian Paints Damp Proof Money Back challenge is only applicable when the work has been done via Asian Paints Safe Painting Service



Asian Paints Ltd (referred to as "Company") offers **Eight Years Warranty*** from date of purchase, on the application system for its product SmartCare Damp Proof **on terrace horizontal surfaces**. The Damp Proof system consists of usage of Asian Paints SmartCare Damp Proof or Damp proof advanced (henceforth referred to as SmartCare Damp Proof) as per the system of application mentioned in the product information sheet for horizontal surfaces.

1) Criteria for Warranty Registration:

- a. Minimum **40 Ltr** of SmartCare Damp Proof should have been purchased and consumed on a single building
- b. Entire terrace along with parapet needs to be enveloped as recommended.
- c. Warranty Needs to be registered within **45 days** of purchase of Asian Paints SmartCare Damp proof /Damp Proof Advance
- d. In case coving/angle fillet is not present is not present on Terrace, usage of Asian Paints SmartCare roof tapes in mandatory
- e. Recommended forced system coverage of **10 sq. ft/Ltr** must be achieved for warranty registration.

2) Extent of Warranty:

- a. When the total volume of the said system purchased exceeds **40 Ltr** and the usage on a particular site exceeds **40 Ltr**.
- b. For sites where the quantity of the said system usage exceeds **200 Ltr**, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c. Only the surface immediately underneath the terrace or the top floor of the building, as the case may be, shall be covered under this warranty. The warranty shall not cover the cases of water seepage from surfaces NOT covered with Damp Proof.
- d. Under normal use and service, the roof or vertical walls of building which is not coated by SmartCare Damp Proof should be free of water leakage or seepage.
- e. The Company will only provide replacement paint for re-application of coating, as may be necessary to set right the Paint Failure in the affected portion only in accordance with Liability as indicated in the 'Liability' section.
- f. Throughout this warranty the word "paint failure" shall mean any of the following occurring, subject to the other conditions laid down under this warranty:
 - i. Film integrity, flaking and peeling of the paint SmartCare Damp Proof caused by one coat of paint coming off from another or the paint film coming off the substrate
 - ii. The paint film shows blistering, splits, tears, cracks, or shows evidence of excessive weathering due to defective material
 - iii. External water ingress through terraces/ parapet walls
 - iv. APL does not give any warranty against dirt pick up of SmartCare Damp Proof on horizontal area.

3) Commencement and Duration:

- a. This Warranty shall commence from the date ("the Commencement Date") of completion of the painting project on the said building or the structure.
- b. If there is a break or recess period in the painting work on the same building, finalizing the commencement date shall be at the discretion of the Asian Paints team
- c. The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified.
- d. The Warranty shall be for a period of Eight (8) years on terrace waterproofing
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

4) Application: This Warranty shall only be applicable where:

- a. Smart care damp proof and Smart Care roof tapes (In case coving is not present) have been used for terraces on concrete or bare plaster and that the entire terrace is enveloped including parapets till a height of 2 feet below the terrace - parapet joint on the outer wall / Exterior wall
- b. SmartCare Damp Proof is applied at coverage rate specified in the Product Information Sheet i.e., 0.93 Sq.mt/ lit (10 sq. ft./lit).
- c. Cracks up to 3mm on the surface are filled with SmartCare Crack Seal applied as per instructions in its PIS before application of SmartCare Damp Proof.
- d. Terrace has been thoroughly prepared in terms of repair work and cleaning to remove grease, dust, loose particles, and other elements.
- e. Suitable slope is provided to the roof to avoid water ponding.
- f. Loose plaster, structural cracks are repaired as per standard construction practices.
- g. Previous water proofing treatment (2k cement based/ bituminous etc) if any is completely removed to reach bare plaster.
- h. In case of adjoining terraces (separated by a common parapet wall), the terrace not coated with SmartCare Damp Proof must not have any leakages

5) Liability:

- a. The Company's liability will reduce over the warranty period according to the following scale:

1. Within the first 12 months after Commencement Date – 100% of replacement cost
2. From month 13 to month 24 after commencement date- 80% of replacement cost
3. From month 25 to month 36 after Commencement Date – 70% of replacement cost
4. From month 37 to month 48 after Commencement Date – 60% of replacement cost
5. From month 49 to month 60 after Commencement Date – 50% of replacement cost
6. From month 61 to month 72 after Commencement Date – 40% of replacement cost
7. From month 73 to month 84 after Commencement Date – 30% of replacement cost
8. From month 85 to month 96 after Commencement Date – 20% of replacement cost

- b. The Company's liability will be limited to the cost of paint only.
- c. The replacement cost shall be the cost of the paint SmartCare Damp Proof only required to set right the area of paint failure only, at the time of the lodgement of claim. The Customer will be liable for the balance costs, which are not company's obligations, as indicated above.
- d. The Company will not be liable for any indirect or consequential loss or damages to the Customer. The Customer's exclusive and sole remedy under this Warranty shall be as mentioned herein this clause.

6) Conditions of Warranty:

- a. SmartCare Damp Proof must have been applied as per our instructions mentioned in “Directions of Use” on the bucket or as per Product technical sheet.
- b. Warranty will be applicable only for seepage from terrace & parapet walls if SmartCare Damp Proof is applied on the terrace. It is not applicable for water seepage from vertical surfaces or outer walls where SmartCare Damp Proof has not been applied.
- c. The product must have been stored as specified in their packaging instructions and have been used within their shelf life.
- d. SmartCare Damp Proof should not be applied during extreme temperatures, rains, fog, mist, snow, or when such conditions are imminent during application or curing period
- e. SmartCare Damp Proof should not be used in combination with product from any other manufacturer.

7) Exclusions:

- a. The warranty shall be void in the following events:

- i. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines
- ii. Water ingress from outer walls/ vertical surfaces, bathroom, toilets, kitchen sinks or any area not treated with SmartCare Damp Proof.
- iii. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- iv. Inadequate housekeeping of terrace or roof resulting into water logging.
- v. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement, or other structural defects.
- vi. Warranty will be void in case of leakages through duct or other areas where SmartCare Damp Proof is not applied due to inaccessibility of that area.
- vii. Warranty will be not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices).
- viii. Exposure of SmartCare Damp Proof to damaging substances such as chemicals, solvents, or oils.
- ix. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- x. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.
- xi. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the product.
- xii. Leaks or damages resulting from Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.
- xiii. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.
- xiv. The Warranty will cover only manufacturing defects of SmartCare Damp Proof and will not cover any defects arising out of factors out of control of the Company, including but not limited to:
 1. Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots
 2. Natural calamities such as earthquakes, cyclones
 3. Failure or defects in the structure or previous coating.
 4. Vandalism.
 5. Acts of God
 6. Abuse or negligence by the Customer
 7. Causes other than defects in SmartCare Damp Proof.
 8. Improper surface preparation
 9. Surface with contaminants and not dry.
 10. Normal wear and tear.
 11. Any act or omission on the part of the Contractor/Painter causing the SmartCare Damp Proof system to be defective by any means.
 12. Weak/ de-bonded plaster surface, structural defects in the building.
 13. Broken water sprout, old water pipelines etc.

8) Owner's responsibilities:

- a. Roofs coated with SmartCare Damp Proof may become slippery after rains. Care must be exercised while accessing such roofs. APL does not take any responsibility for the safety of persons accessing the roof under such conditions.
- b. Owner should exercise normal housekeeping and after care post application of SmartCare Damp Proof system.

9) Claims and Repairs:

- a. Any claim made in terms of this Warranty shall be made within 30 days of the consumer discovering any defect, damage or failure which gives rise to a claim.
- b. The consumer shall forthwith notify the Company of the claim providing full details thereof and shall set out the basis on which it believes that the Company is liable in terms of the Warranty.
- c. The Company reserves the right to carry out inspections of the paint application process, in which the SmartCare Damp Proof system is alleged to have failed and to perform any tests in respect thereof and may do so either itself or by means of any person nominated by it. Prior to such inspection or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the system.
- d. The Company shall use its best endeavours to ensure that the paint required for repairs is available as soon as possible at the place where the repairs are to be carried out but does not assume liability for delay in this respect.
- e. The Company, in its sole discretion shall be entitled to:
 - i. Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and appoint a contractor and /or approve the contractor appointed by the Customer.

10) Miscellaneous:

- a. This Warranty disclaims any liabilities, contracts, tort or otherwise including negligence and strict liability, and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for SmartCare Damp Proof system. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- b. If any dispute arises between the Company and the Customer, in respect of the above Warranty, neither shall commence any court or arbitration proceedings relating to the dispute, unless they have first complied through mediation.
- c. In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Mumbai.
- d. The facts and all matters concerning any dispute will be always kept confidential by both the Customer and the Company.