

Terms & Conditions

The quotation provided by the service provider is subject to certain terms and conditions specified by it, which are mentioned herein below. You are requested to go through the same carefully.

- The Beautiful Homes Painting Service connects you with a service provider/ painting professional who will help deliver beautiful and hygienic home painting services using genuine and quality Asian Paints products.
- This Service is provided by [•] (hereinafter referred to as the “Service Provider”).
- Asian Paints’ role is limited to that of a facilitator, helping customers connect with professionals for a seamless home painting experience with genuine Asian Paints products.
- Asian Paints’ role is restricted to that of supply of paints only and introduction of the service provider. The final call of appointing the service provider will rest with you, the customer.
- It is pertinent to mention that Asian paints do not take any consideration or commission out of such transactions, from the Service Provider or the end customers. The relationship between Asian Paints Ltd (APL) and the Service Provider is on principal-to-principal basis only and the Service Provider is not the agent of Asian Paints Ltd (APL).
- The services performed by these service providers are in their independent capacity and there is no agency between Asian Paints and service providers and Asian Paints disclaims all the liabilities in respect of the services undertaken and executed by the Service Provider.
- Asian Paints does not investigate, assess, validate, or certify any Service Providers / contractors / painters (Service Provider) and nor do we make any certification, representations or warranties as to their professional competency, training, experience.
- As part of this service, the representative has connected with you to understand your painting needs. Should you find the quotation and the terms and conditions to be satisfactory, you may contact the service provider and confirm your acceptance of the same.
- LIABILITY: Asian Paints’ liability shall be limited to the warranty provided and shall be subject to the terms and conditions of warranty for the products supplied. Under no event shall APL be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages and quality issues, whatsoever.
- By contacting the Service Provider and accepting the quotation, you confirm your understanding and agreement to the said terms and conditions. The painting work at your place will be considered under BHPS only if you have accepted the quotation.

Detailed Terms & Conditions

1. It is expressly understood by the customer that the Service provided by the Service Provider is an independent contractual arrangement between customer and Service Provider.
2. All payments to be made under this Service shall be made by way of RTGS / NEFT / Cheque / Demand Drafts/ E Payment only.
3. Service Provider reserves the right stop Services and exit the customer's site in case of unreasonable delays, changes, arbitrary demands, or misbehavior on the part of the customer. In such cases, customer shall not be entitled to any refund for products and painting work completed on site.
4. Cost for Scaffolding, Water, Electricity, storage for paints and any additional cost /charges not specifically mentioned in the quotation shall be borne by the customer and charges for the same are not inclusive and do not form part of this quotation.
5. In case any additional work is to be done at the site, other than the work mentioned in the quotation, customer hereby agrees to pay for the same, over and above the quotation.
6. The below works do not form part of "painting services" and will not be covered under "Services" by the Service Provider -
 - i. Structural repairs and others as identified in the site evaluation report are not carried out properly before paint application.
 - ii. Concrete repairs
 - iii. Cracks in the Column / beam/concrete slab
 - iv. Loose plaster
 - v. Leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices)
 - vi. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines
 - vii. 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
 - viii. 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
7. The "On Time Performance or Money Back" Offer (this Offer) is offered to eligible customers opting for the Gold & Platinum Tiers ONLY. Sites with Classic Tier are not eligible. The following conditions apply:
 - i. Offer: Eligible customers can receive 20% money back of the agreed quotation amount, subject to maximum money back of INR 30,000 per customer, if the Service is not completed on or before the On Time Performance Date. "On Time Performance

- Date " shall mean the Promised Performance Date, as promised by the Service Provider and when the completed site is handed over to the customer.
- ii. Eligibility: This Offer is applicable only on customer sites with minimum quotation value of Rs.75,000/- located within India.
 - iii. This Offer shall not be applicable:
 - a. On customer sites where only Nilaya Wallcoverings and / or Royale Play textures and/or Createx exterior textures is used.
 - b. On customer sites which have only waterproofing requirement
 - c. On customer sites wherein customer has asked for additional work which is not part of the agreed the quotation.
 - d. Customer sites where third-party vendor(s) may be executing work simultaneously thereby hampering, delaying or leading to dependency on their making the site available or accessible or conducive for our painters or contractors to execute the work.
 - iv. Offer Period: This Offer shall run from 1st April 2024 till 31st December 2024 . The Service Provider reserves the right to extend or change or reduce the Offer Period at its discretion.
8. This Offer shall be subject to the following terms:
- i. Customer is fully responsible for site readiness and site being made available without any interruptions or encumbrances or impediments to painters or contractors of the Service Provider to execute the Services as per timelines mentioned in the quotation or agreed in the work schedule.
 - ii. Paint shades and wall textures should be selected or agreed before commencement of work to be eligible for money back.
 - iii. Service Provider will not be liable for this Offer in the event of the customer making changes in paint shades, wall textures, etc. already selected.
 - iv. This Offer shall not be valid / eligible on customer sites where the customer has not made payment as per the defined milestones or has otherwise defaulted on any of the payment.
 - v. The Service Provider reserves the right to discontinue this Offer, add additional qualifiers, raise the minimum site value as defined in point (i) above, and/or amend, modify or update all or any of these terms, from time to time entirely at its discretion.
9. The right to decide the time required and quality of finish will rest with the Service Provider, subject to general paint application process as prescribed by product manufacturer and industry best practices.
10. The customer is solely responsible for arranging for all permissions required for the purposes of executing the work at site, including but not limited to any permissions, authorizations to be taken from the housing society, or any other authorities.
11. This Service and this Offer shall be subject to force majeure conditions and in the event or occurrence of any force majeure event including but not limited to fire, explosions, natural calamities, state emergency, riots, epidemics, pandemics, public health emergencies, lockdowns, etc., this Service and/or any offer, scheme, incentives provided by the Service Provider shall stand suspended. In such case, the Service Provider shall not be responsible for any delays caused in executing the services, nor shall the Service Provider be liable to bear any penalty or offer any

money back or refunds as per the said Offer or any other offer, incentives, schemes applicable under the said Service.

12. Products selected: Once the product/ design/texture or shade is selected, or a shade is tinted or any product is customized as per customer's instructions and mentioned in the quotation, customer cannot return, cancel or give back the product so selected. In case an existing product/paint/shade/texture or design is to be replaced with a new one, the price of such alternate product shall be charged additionally to the customer and invoice for the same shall be issued by the Service Provider.
13. Warranty (if applicable) on products/paints shall be subject to the terms and conditions of the manufacturer and as mentioned in the warranty document. Kindly visit Asian Paints' website <https://www.asianpaints.com/> for more information, product details and <https://www.asianpaints.com/more/warranty.html> for the terms and conditions for warranty.
14. Governing Law and Jurisdiction: The services provided under this quotation shall be governed and construed in accordance with the laws of India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.
15. It is recommended that all the relevant checks, assessments and due diligence be done by the customer prior to choosing and engaging the service provider.
16. The service also allows for free consultation with the representative to assist in the selection of paint products, shades, textures, etc. The service is subject to terms & conditions mentioned on the Beautiful Home Painting Service page on our website www.asianpaints.com.