

# **Enamels** Warranty Document

## **PRODUCTS COVERED**

This warranty document covers Apcolite Enamels range.

## **WARRANTY COVER\***

#### Apcolite Enamel range warranty cover for paints performance as under

| Product                                       | Product<br>Code | Primer   | Putty<br>(*optional<br>to cover<br>any<br>undulation) | Primer   | No. of<br>topcoats | Rust<br>Protection<br>(Years) | Film<br>Integrity<br>(Flaking<br>/peeling)<br>(Years) |
|---|-----------------|--|---|--|--------------------|-------------------------------|---|
| Apcolite<br>Premium<br>Gloss Enamel           | 0001            | TruCare<br>Yellow Metal<br>PU Primer           | TruCare<br>Knifing Filler<br>Paste                    | TruCare<br>Yellow Metal<br>PU Primer           | 2                  | 2                             | 2   |
| Apcolite<br>Premium<br>Satin Enamel           | 0064            | TruCare<br>Yellow Metal<br>PU Primer           | TruCare<br>Knifing Filler<br>Paste                    | TruCare<br>Yellow Metal<br>PU Primer           | 2                  | 2                             | 2   |
| Apcolite<br>Advanced PU<br>Enamel             | 0050            | TruCare Red<br>Oxide Metal<br>Primer           | TruCare<br>Knifing Filler<br>Paste                    | TruCare Red<br>Oxide Metal<br>Primer           | 2                  | 2                             | 2   |
| Apcolite<br>Advanced PU<br>Enamel             | 0050            | TruCare<br>Yellow Metal<br>PU Primer           | TruCare<br>Knifing Filler<br>Paste                    | TruCare<br>Yellow Metal<br>PU Primer           | 2                  | 3                             | 3   |
| Apcolite<br>Advanced PU<br>Enamel             | 0050            | TruCare Grey<br>1 Pack Epoxy<br>Primer         | TruCare<br>Knifing Filler<br>Paste                    | TruCare Grey<br>1 Pack Epoxy<br>Primer         | 2                  | 4                             | 4   |
| Apcolite Rust<br>Shield                       | 5658            | Nil  | Nil   | Nil  | 3                  | 3                             | 3   |
| Apcolite Rust<br>Shield                       | 5658            | TruCare<br>Yellow Metal<br>PU Primer           | TruCare<br>Knifing Filler<br>Paste                    | TruCare<br>Yellow Metal<br>PU Primer           | 2                  | 4                             | 4   |
| Apcolite Rust<br>Shield                       | 5658            | TruCare Grey<br>1 Pack Epoxy<br>Primer         | TruCare<br>Knifing Filler<br>Paste                    | TruCare Grey<br>1 Pack Epoxy<br>Primer         | 2                  | 4                             | 4   |
| Apcolite<br>Advance 2<br>Pack Epoxy<br>Finish | 0110            | Apcolite<br>Advance 2K<br>Epoxy Primer<br>Grey | Nil   | Apcolite<br>Advance 2K<br>Epoxy Primer<br>Grey | 2                  | 5                             | 5   |
| Apcolite<br>Lustre                            | 0126            | TruCare<br>Yellow Metal<br>PU Primer           | TruCare<br>Knifing Filler<br>Paste                    | TruCare<br>Yellow Metal<br>PU Primer           | 2                  | 2                             | 2   |

#### \* (Refer Extent of warranty)

For the purpose of this warranty document, any reference to "company" shall mean Asian Paints Limited. The warranty is valid only on the customer's registration with the company. To register, please call us on 1800-209-5678 and kindly do comply with the requisites.

#### COMMENCEMENT

- 1. This Warranty shall commence from the date ("the Commencement Date") of completion of the painting.
- 2. 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 Company (Asian Paints Limited).
- 3. The Company at its own discretion may appoint a person to inspect and validate the application of the painting system as per the directions specified.
- 4. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

#### **EXTENT OF WARRANTY \***

The warranty shall apply where:

- a. For Retail Sales: The total purchase volume of any of the above systems should be minimum of 4 liters Top coat and 4 liters primer for single surface.
- b. For Project Sales: For surfaces where quantity exceeds 20 liters Top coat and 20 liters primer, warranty is applicable, subject to satisfactory pre-inspection of the surface to be painted by the company's representative.
- c. 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.
- d. Throughout this warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this warranty: -

- 1. Film integrity, flaking and peeling of the topcoat caused after applying the same in prescribed manner as mentioned later in the warranty document.
- 2. Rust streaks and rust spots spreading on the metal surface post application of topcoat.
- e. Warranty shall be applicable if the cumulative rust effected area is greater than 10% of the total area.
- f. The warranty will be applicable only to surfaces that are part of the regular decorative usage in houses like grills, gates, doors etc. Other metal surfaces like pipes, tanks etc. will not be covered as part of the warranty.
- g. Warranty will be provided only on the areas where the integrity of the surfaces is maintained. Surfaces that are damaged by rust prior to the application of the product will not be considered.
- h. Warranty will not be covered for the damages due to physical wear and tear due to handles and latches.

### **APPLICATION PROCEDURE**

**Cleaning:** Remove existing paint, loose rust, mill scale from the metal surface by chipping/ scrapping completely. Use wire brush/ machine tool to smoothen the rust pikes and sharp edges from the rusted surface. These rust pikes and sharp edges don't coat completely and hence cause gaps which result in exposure and rust, rendering warranty not being applicable. In case of welded joints, ensure sharp edges/ pikes\* are smoothened with machine tool. Sand the surface with Emery paper 180 and wipe clean. Clean the surface using solvent to remove greasy deposits, fine particle and dust. Ensure the surface is clean and dry before painting.

\*Welded joints, ensure sharp edges/ pikes to be coated with extra stripe coat

**Painting System:** The Warranty is applicable only when the Paint is applied as per the painting system mentioned in table above and following Direction for Use (DFU) on the container.

# **EXCLUSIONS**

- a. The warranty will not cover areas which are prone to regular wear and tear like locks, handles etc. which are subject to regular movement.
- b. The warranty will cover only manufacturing defects of mentioned topcoat and will not cover any defects arising out of factors out of control of the company, including but not limited to:
  - I. Natural calamities such as earthquakes, cyclones
  - II. Failure or defects in the structure or previous coating
  - III. Vandalism
  - IV. Acts of God
  - V. Abuse of negligence by the Customer
  - VI. Causes other than defects in the Topcoat
  - VII. Improper surface preparation
  - VIII. Surface with containments and not dry
    - IX. Normal wear and tear
    - X. Any act or omission on the part of Contractor/ painter
    - XI. Compromised Surfaces

#### LIABILITY

The company's performance warranty liability will reduce over the warranty period according to the below mentioned scale:

For 2 years warranty (Rust protection and Film integrity):

| First 6 months           | 100% of replacement cost |  |  |
|--------------------------|--------------------------|--|--|
| 7th Month to 12th Month  | 75% of replacement cost  |  |  |
| 13th Month to 18th Month | 50% of replacement cost  |  |  |
| 19th Month to 24th Month | 25% of replacement cost  |  |  |

For 3 years warranty (Rust protection and Film integrity):

| Period                   | Liability                |  |  |
|--------------------------|--------------------------|--|--|
| First 9 months           | 100% of replacement cost |  |  |
| 10th Month to 18th Month | 75% of replacement cost  |  |  |
| 19th Month to 27th Month | 50% of replacement cost  |  |  |
| 28th Month to 36th Month | 25% of replacement cost  |  |  |

For 4 years warranty (Rust protection and Film integrity):

| Period      | Liability                |  |  |
|-------------|--------------------------|--|--|
| First year  | 100% of replacement cost |  |  |
| Second year | 75% of replacement cost  |  |  |
| Third year  | 50% of replacement cost  |  |  |
| Fourth Year | 25% of replacement cost  |  |  |

For 5 years warranty (Rust protection and Film integrity):

| Period                   | Liability                |  |  |
|--------------------------|--------------------------|--|--|
| First 15 months          | 100% of replacement cost |  |  |
| 16th Month to 30th Month | 75% of replacement cost  |  |  |
| 31st Month to 45th Month | 50% of replacement cost  |  |  |
| 46th Month to 60th Month | 25% of replacement cost  |  |  |

- a) The replacement cost shall be the cost of the paint and labour only required to set right the area of paint failure only, at the time of the lodgement of claim.
- b) Labour rates and the same will not be disputed by the Customer, at any point of time. The labour rate may be determined on the basis of a per sq.ft. rate or on a daily wages rate. The Customer will be liable for the balance costs, which are not Company's obligations, as indicated above.
- c) The Company will not be liable for any indirect or consequential loss or damages to the Customer.

d) The Company will be liable for any rust that has spread for more than 10% of the total area. For eg. if the total single surface area applied with top coat is 9.3 sqm, the company is liable only if the total area covered by rust exceeds by 10% i.e. more than 0.93 sqm across the surface.

The percentage of rust will be determined by the representative of Asian Paints. Areas effected by rust will be identified by rust streaks, blisters caused by rust, flaking caused by rust or any other symptom as deemed by the company.

#### **CLAIMS AND REPAIRS**

- Any claim made in terms of this Warranty shall be made within 30 (thirty) days of the consumer discovering any defect, damage or failure which gives rise to a claim.
- b. the basis on which it believes that the Company is liable in terms of the Warranty. The Company reserves the right to carry out inspections of the paint application process, in which the painting 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 painting system.
- c. The Contractor or Consumer shall forthwith notify APL of the claim providing full details thereof and shall set out the basis on which it believes that APL is liable in terms of the Warranty. APL reserves the right to carry out inspections of application process, in which Apcolite Enamel Paint 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 customer and/or Contractor shall not be entitled to perform any repairs to or remove or tamper with any part of the Apcolite Enamel Paint.

- d. The Company shall use its best endeavors 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.
- a. 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
  - ii. Appoint a contractor and / or approve the contractor appointed by the Customer.

#### WARRANTY PROCESS

Customer can register warranty through Asian Paints helpline number or Asian Paints website

**Process for registering through helpline number:** 

- To register warranty on purchased interior product, please call on 18002095678
- Please provide required details as asked by warranty agent like customer name, contact number, address, quantity purchased, dealer code, dealer name, dealer contact no, contractor name, contractor BP number, invoice number, date of purchase etc. to register for the warranty
- Share soft copy of Invoice and supporting documents on email ID: <u>customercare@asianpaints.com</u> to complete registration
- Once all details are verified, customer shall get soft copy of warranty document on their registered email ID & physical copy within 7-15 days of registration

#### Process for registering through Asian Paints website:

- To register warranty through Asian Paints Website please visit: <u>Register To Activate Warranty For Asian Paints Products</u>
- Fill in all the required details asked for warranty registration
- Share soft copy of Invoice and supporting documents on email ID: <u>customercare@asianpaints.com</u> to complete registration

 Once all details are verified, customer shall get soft copy of warranty document on their registered email ID & physical copy within 7-15 days of registration

#### **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 painting 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, Company's assessment shall be final and binding.
- 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 kept confidential by both the Customer and the Company at all times.
- e. Warranty terms constitutes the agreement between the Customer and Company and supersedes any all prior or contemporaneous, oral or written, representations, understandings or agreements. No modifications or amendments of this Warranty shall be binding unless agreed to by the Parties in writing.