

Warranty Document
Tractor Emulsions Range

Tractor Emulsion Range of Products

Tractor Emulsion



Tractor Advanced



Tractor Ultraa



Tractor Shyne



Tractor Shyne Advance



Tractor Sparc Shyne



Tractor Sparc



Tractor Sparc Ultraa



PRODUCTS COVERED

The warranty cover for the Tractor range of products is as follows:

Tractor Emulsion range, viz. Tractor Emulsion, Tractor Advanced, Tractor Ultraa, Tractor Shyne, Tractor Shyne Advanced, Tractor Suprema, Tractor Sparc Shyne, Tractor Sparc and Tractor Sparc Ultraa.

WARRANTY COVER*

Tractor Emulsion range warranty cover for interior paints' performance is as under

Product	Product code	Shade Color Retention	Film Integrity
			(Flaking /peeling)
Tractor Emulsion	57	4 years*	4 years*
Tractor Advanced	56	4 years*	4 years*
Tractor Ultraa	1C11	4 years*	4 years*
Tractor Shyne	46	4 years*	4 years*
Tractor Shyne Advanced	1C03	4 years*	4 years*
Tractor Suprema	5699	4 years*	4 years*
Tractor Sparc Shyne	1C12	2 years*	2 years*
Tractor Sparc	6721	2 years*	2 years*
Tractor Sparc Ultraa	6787	2 years*	2 years*

* (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 Company. To register, please call us on **1800-209-5678** and kindly do comply with the requisites within 15 days of purchase of resp. product.

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 the settlement of the claim.

WARRANTY PROCESS

Customers can register warranty through the Asian Paints helpline number or Asian Paints website.

Process for registering through helpline number:

- To register warranty on purchased interior products, please call **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, invoice number, date of purchase etc. to register for the warranty. Contractor name and BP number are optional details that can be furnished.
- Share the soft copy of the invoice and supporting documents on the following email ID: customercare@asianpaints.com to complete the registration process.
- Once all details are verified, the customer shall get a soft copy of the warranty document on their registered email ID & a physical copy within 7-15 days of registration.

Process for registering through the Asian Paints website:

- To register warranty through the Asian Paints Website please visit: <https://www.asianpaints.com/more/warranty.html>
- Fill in all the required details asked for warranty registration

- Share a soft copy of the invoice and supporting documents on the following email ID: customercare@asianpaints.com to complete the registration process.

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

EXTENT OF WARRANTY *

The warranty shall apply only where:

- a. The total volume of the said system purchased exceeds 4 litres of topcoat, 4 litres of primer, and 10 Kg of wall putty.
- b. For high volume sites, greater than 20 litres of paint and primer, the warranty is applicable, subject to satisfactory pre-inspection of the interior surface to be painted, by the company's representative.
- c. The company will only provide replacement paint for re-application of the coating, as may be necessary to set right the paint failure in the affected portion only, in accordance with the liability as indicated in the 'Liability' section.
- d. Throughout this warranty document the words "Paint Failure" shall mean any of the following occurrences, subject to the other conditions laid under this warranty:
 - I. Film Integrity (Peeling / Flaking): Paint film cracking / flaking off from the composite system / primer coat
 - II. Shade Retention: Visible change in colour due to natural weathering.

PAINTING SYSTEM

1. The Warranty is applicable only when Tractor Emulsions, as specified above, are applied on interior wall masonry surfaces.

2. Warranty is applicable only when the paint is applied as per the painting system mentioned below:
 - I. Primer First Coat: SPARC PRIMER / TRUCARE DCP WT, ST
 - II. TruCare Wall Putty / Asian Acrylic Wall Putty 2 coat application with dry film thickness deposition less than 2 mm
 - III. Primer second Coat: SPARC PRIMER / TRUCARE DCP WT, ST
 - IV. Two coats of top-coat Tractor Emulsion range as per the direction for use (DFU) on the paint container.

EXCLUSIONS

The warranty will only cover manufacturing defects of the Tractor Emulsion range of coating systems & will not cover any defects arising out of factors out of control of the warrantor, including but not limited to:

1. Paint failure due to structural defects/cracks & damage of the film due to high abrasion of the surface with furniture, nails, or other sharp objects, abuse, or negligence by the customer.
2. De - bonding of the base (material used for levelling) from the surface & crack formation on the same.
3. The substrate being affected by high alkalinity, water seepage, constant/rising dampness in the substrate, frosting or efflorescence, constant submersion in water, or water condensation resulting from temperature gradients.
4. Paint applied on the surface being contaminated, following an improper painting system, or inadequate curing time for the paint film to dry.
5. Usage of improper shade recipes or incorrect bases for tinting colours (other than white shades).

6. Reduction of gloss, sheen, or ageing, which is part of the normal weathering process.
7. Improper surface preparation and/or application.
8. Any act or omission on the part of the Contractor or Customer causing Paint to be defective by any means.
9. Excludes warranty for washability, complete removal of stains, removal of burnish marks, variation in sheen of coating post cleaning, any abrasive actions, etc.

For cleaning of painted surface, use mild detergent solution (<2% concentration) and a soft cloth / sponge to remove dust, dirt and stains of non-penetrating nature.

Damage to the coating system caused by external factors including, but not limited to, deterioration of the systems caused by external factors including, but not limited to, normal wear and tear, vandalism, improper cleaning or improper use, point loads or mechanical causes, fire, explosion, vibration, structural defects and/or movement, lightning, thunderbolts, acts of God, natural calamities such as earthquakes, and all other unusual occurrences.

LIABILITY

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

Warranty period- Durability (Colour retention & Film integrity) – Applicable for 4 years warranty.	Replacement cost
First 12 months	100%
From month 13 to month 24 after commencement date	75%
From month 25 to month 36 after commencement date	50%

From month 36 to month 48 month after commencement date	25%
---	-----

Warranty period- Durability (Colour retention & Film integrity) – Applicable for 2 years warranty.	Replacement cost
First 6 months	100%
From month 6 to month 12 after commencement date	75%
From month 12 to month 18 after commencement date	50%
From month 18 to month 24 after commencement date	25%

- a. The replacement cost, material and labour cost combined, shall be limited to the cost of the paint and labour required to set right the area of paint failure only, at the time of the lodgment of claim.
- b. The labour rate will be determined by the company, and it will be a reflection of the current prevailing market 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 losses, claims, demands, suits, proceedings, damages, costs, expenses, liabilities, including but not limited to, losses or damages to real and tangible property (direct or indirect) or consequential loss to the customer. The customer's exclusive and sole remedy under this Warranty shall be as mentioned in the forgoing clauses. This clause shall survive the termination of this agreement.

CLAIMS AND REPAIRS

- a. Any claim made under the 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 consumer shall forthwith notify the company of the claim, providing full details thereof and shall set out the basis on which they believe that the company is liable under the 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 perform any tests in respect thereof and may do so either itself or by means of any person nominated by the company. Prior to such an 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 they believe that APL is liable under the terms of the warranty. APL reserves the right to carry out inspections of application process, in which the paint, Tractor Emulsion, 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 Paint Tractor Emulsion.
- 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.
- 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
 - II. Appoint a contractor and / or approve the contractor appointed by the Customer.

MISCELLANEOUS

- a. This Warranty disclaims any liabilities, contracts, tort or otherwise including negligence and strict liability, and the company makes no warranty or merchantability 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, with respect to 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 kept confidential by both the customer and the company at all times.
- e. Warranty terms constitute an agreement between the customer and company and supersede any and 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.