

## **SmartCare Waterproofing Damp Sheath Exterior Warranty**

Asian Paints Ltd (referred to as "Company") offers three Warranty from date of purchase, on the application system for its product SmartCare Damp Sheath Exterior for application on terrace and vertical wall surfaces. The Damp Sheath Exterior system consists of usage of Asian Paints SmartCare Damp Sheath Exterior (henceforth referred to as SmartCare Damp Sheath Exterior) as per the system of application mentioned in the product information sheet.

### **Warranty Criteria:**

- 1) Minimum Purchase For the warranty to be valid: Minimum 25 Ltr of SmartCare Damp Sheath Exterior should have been purchased and consumed on a single building (60 Ltrs in case of usage on exterior vertical walls)
- 2) Entire terrace along with parapet needs to be enveloped. Similarly, all vertical walls need to be coated with the said product.
- 3) Warranty Needs to be registered within 45 days of purchase of the Asian Paints Damp Sheath Exterior.

### **Extent of Warranty:**

- a. When the total volume of the said system purchased exceeds 25 Lit and the usage on a particular site exceeds 25 Lit. (60 Ltrs in case of application on vertical walls)
- b. For sites where the quantity of the said system usage exceeds 200 Lit, 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) and the interior walls corresponding to exterior facing surface 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 Sheath Exterior
- d. Under normal use and service, the roof or vertical walls of building which is not coated by SmartCare Damp Sheath Exterior 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:
  - a. Film integrity, flaking and peeling of the paint SmartCare Damp Sheath Exterior caused by one coat of paint coming off from another or the paint film coming off the substrate
  - b. The paint film shows blistering, splits, tears, cracks or shows evidence of excessive weathering due to defective material.
  - c. External water ingress through terraces, parapet walls and vertical exterior walls
  - d. Growth of fungus and algae on wall surfaces\* (at least spread over a minimum area of 2 sq.mt).

The Company does not give any warranty against dirt pick up of SmartCare Damp Sheath Exterior on horizontal or vertical area

### **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, determining the Commencement Date shall be at the discretion of the Company 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 three (3) years for waterproofing and anti-algal performance from the Commencement Date.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

**Application:**

This Warranty shall only be applicable where:

**Horizontal application:**

- a. SmartCare Damp Sheath Exterior and SmartCare roof tapes has 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. Additionally, SmartCare Damp Sheath Exterior system also has been used on all vertical exterior walls on concrete, bare plaster, or existing paint surface.
- c. SmartCare Damp Sheath Exterior is applied as per 'Directions for Use' as indicated in the product packaging and 'Product Information Sheet

**Vertical application:**

- a) Damp Sheath system has been used for vertical exterior masonry wall surfaces post recommended surface preparation.
- b) Damp Sheath system is applied at coverage rate specified in the product information sheet.
- c) Damp Sheath is top coated with Asian Paints exterior emulsion as per PIS of relevant topcoat
- d) Entire vertical structure is painted with Damp Sheath System (Damp Sheath+Asian Paints topcoat.)

**Liability:**

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

1. Within the first 6 months after Commencement Date - 100% of replacement cost
2. From month 7 to month 12 after commencement date- 70% of replacement cost
3. From month 13 to month 18 after Commencement Date - 60% of replacement cost
4. From month 19 to month 25 after Commencement Date - 40% of replacement cost
5. From month 26 to month 36 after Commencement Date - 20% of replacement cost

- b. It is clarified that 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 Sheath Exterior only required to set right the area of paint failure only, at the time of the lodgment 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

**Conditions of Warranty:**

- a. SmartCare Damp Sheath Exterior must have been applied as per Company instructions and technical data current at the time of purchase and good working practice.

b. Warranty will be applicable only for seepage from terrace, parapet walls, and vertical surfaces or outer walls where if SmartCare Damp Sheath Exterior is 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 Sheath Exterior should not be used in combination with product from any other manufacturer.

**Exclusions:** The warranty shall be void in the following events:

a. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines

b. Water ingress from bathroom, toilets, kitchen sinks or any area not treated with SmartCare Damp Sheath Exterior

c. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.

d. Inadequate housekeeping of terrace or roof resulting into water logging

e. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.

f. Warranty will be void in case of leakages through duct or other areas where SmartCare Damp Sheath Exterior is not applied due to inaccessibility of that area

g. Warranty will be not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & recti-ed as per standard civil practices)

h. Exposure of SmartCare Damp Sheath Exterior to damaging substances such as chemicals, solvents or oils.

i. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.

j. Puncturing of cured product film due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace

k. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.

l. 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.

m. 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.

a. The Warranty will cover only manufacturing defects of SmartCare Damp Sheath Exterior and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- i. 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
- ii. Natural calamities such as earthquakes, cyclones
- iii. Failure or defects in the structure or previous coating

- iv. Vandalism
- v. Acts of God
- vi. Abuse or negligence by the Customer
- vii. Causes other than defects in SmartCare Damp Sheath Exterior
- viii. Improper surface preparation
- ix. Surface with contaminants and not dry
- x. Normal wear and tear
- xi. Any act or omission on the part of the Contractor/Painter causing the SmartCare Damp Sheath Exterior system to be defective by any means.
- xii. Weak/ debonded plaster surface, structural defects in the building
- xiii. Broken water sprout, old water pipe lines etc

**Owner's responsibilities:**

a. Roofs coated with SmartCare Damp Sheath Exterior may become slippery after rains. Care must be exercised while accessing such roofs. Company 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 Sheath Exterior system.

**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 Sheath Exterior 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 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 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 or of fitness for any particular purpose whatsoever for SmartCare Damp Sheath Exterior 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 kept confidential by both the Customer and the Company at all times