

## Warranty Certificate for Asian Paints SmartCare Damp Proof for application on Horizontal areas and Terraces

Asian Paints Ltd (referred to as "Company") offers Six Years Warranty\* from date of purchase, on the application system for its product SmartCare Damp Proof ONLY on application 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. Minimum Purchase**

For the warranty to be valid:

- 1) Minimum 40 Lit of SmartCare Damp Proof should have been purchased and consumed on a single building
- 2) Entire terrace along with parapet needs to be enveloped as recommended.
- 3) Warranty Needs to be registered within 45 days of purchase of Asian Paints Damp proof /Damp Proof Advance

### **2. Extent of Warranty:**

- a. When the total volume of the said system purchased exceeds 40 Lit and the usage on a particular site exceeds 40 Lit.
- 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, 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:
  - a. 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
  - 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
  - d. Growth of fungus and algae on wall surfaces\* (at least spread over a minimum area of 2 sq.mt (21.5 sq feet))

\*Please Note: The warranty on waterproofing & anti-algal/anti-fungal performance is for a period of Six (6) years only from the date of purchase.

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 Six (6) years on terrace 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.

### 4. Application

This Warranty shall only be applicable where

- a. Smart care damp proof and Smart Care roof tapes 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. 0.75 - 1 sq. mt/ lit (8-10 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 does not have any leakages

### 5. Liability

- a. The Company's liability will reduce over the warranty period according to the following scale:
  1. In 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 – 60% of replacement cost
  4. From month 37 to month 48 after Commencement Date – 40% of replacement cost
  5. From month 49 to month 60 after Commencement Date – 20% of replacement cost
  6. From month 61 to month 72 after commencement date- 10% 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 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.

## 7. Conditions of Warranty:

- a. SmartCare Damp Proof must have been applied as per our 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 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/ Ultima Protek system 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.

## 8. 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 outer walls/ vertical surfaces, bathroom, toilets, kitchen sinks or any area not treated with SmartCare Damp Proof
- 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 Proof is not applied due to inaccessibility of that area
- g. Warranty will 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)
- h. Exposure of SmartCare Damp Proof 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 membrane 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 Proof 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 Proof
- 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 Proof 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

#### **9. 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.

#### **10. 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 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 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 kept confidential by both the Customer and the Company at all times.

## Warranty Certificate for Asian Paints SmartCare Damp Proof for application on exterior vertical walls

### THE WARRANTY COVER

Damp Proof on exteriors is a high-performance painting system that offers the following warranty benefits:

- 1) 6 years Water proofing Warranty on Vertical Surfaces

The system (henceforth referred to as “Damp Proof System”) consists of usage of Damp Proof and Asian paints Top Coat(Ace/Apex/Ultima/Protek Top Coat/Duralife Top Coat) on vertical walls

### **Surface Preparation:**

**Plaster:** New Masonry surfaces must be allowed to cure completely. It is recommended to allow 28 days as the curing time for new masonry surfaces.

**Cleaning:** Surface should be free from any loose paint, dust or grease. Growths of algae, fungus and moss should be removed by wire brushing and water followed by application of Asian Paints Smartcare Bio block. When the underlying surface exhibits chalkiness, in spite of thorough cleaning, apply Asian Paints Exterior Sealer.

**Filling for Cracks:** For filling cracks upto 3mm, use Asian Paints Smartcare Crackseal

**Filling for Holes & Dents:** We recommend using polymer modified cement sand mortar for better results.

Damp Proof system should not be applied on surfaces/substrates that are subjected to continuous seepage or dampness.

### **Directions for Use**

#### **Application system-**

Different application system is to be followed in case of Fresh painting and repainting over vertical surfaces. Painting is to be done in a different manner as detailed below.

#### **Vertical Walls Application**

On vertical surfaces, Damp Proof is to be applied followed by topcoat application in the manner detailed below

#### **1. Damp Proof Application:**

- a. **Fresh surface (Must be a cement plaster in sound condition with no debonding. Localized repairs done as per standard civil practices in case it is required).**

Apply a fresh coat of Damp Proof mixed in ratio of 3:1 and applied with a spreading rate of 5.5 Sq meter/Ltr (60 sq feet/ltr). Allow to dry for 4-6 hours and then apply another coat of Damp Proof without dilution with a spreading rate of 4.6 to 5.1 Sq meter/Ltr (50-55 sq feet/ltr).

**b. Repainting over surfaces free from chalking and painted with high quality exterior emulsion like Apex or Apex Ultima in the last 5years**

On surfaces previously painted with premium quality exterior emulsions like Apex or Ultima (in sound condition with no flaking peeling off etc), apply one coat of Damp Proof without dilution at a spreading rate of ( 3.25 to 3.72 Sq meter/Ltr )35-40 sq feet/ltr and allow to dry for 4-6 hours.

**2. Asian Paints Top Coat Application**

Apply 2-3 coats of Top Coat at 30-40% dilution with a spreading rate of (5.1 to 6 sq meter/ltr) 55-65 sq feet/ltr for 2 coats. A gap of 4-6 hours should be given between two coats. Ensure that a third coat is definitely applied for dark shades or while painting on horizontal surfaces like top of windows, ledges etc for better hiding and protection. (Please refer to the PIS of the Top coat being used)

**Terrace Application**

- i. Before extending the warranty, the terrace and roof needs to be inspected by an authorized person from Asian Paints. Based on the inspection, certain waterproofing checks may need to be done on the terrace/ roof
- j. The parapet walls or any other projections on the terrace need to be enveloped completely by the Damp Proof system. The edges formed by the terrace/ roof with the parapet walls need to be coated by Asian Paints SmartCare DampProof as specified below. Based on the inspection, Asian Paints may also specify any other parts of the structure which need specific protection by application of its products
- k. SmartCare Damp Proof is applied at coverage rate specified in the Product Information Sheet on terraces i.e. 0.75 - 1 sq. mt/ lit (8-10 sq. ft./lit).
- l. Cracks upto 3mm on the surface are filled with AP SmartCare Crack Seal applied as per instructions in its PIS before application of the system.
- m. Terrace has been thoroughly prepared in terms of repair work and cleaning to remove grease, dust, loose particles and other elements Suitable slope is provided to the roof to avoid water ponding.
- n. Loose plaster, structural cracks are repaired as per standard construction practices.

**Special Precautions before painting**

1. The surface to be painted (fresh plaster or repainting surface) should be in sound condition with no debonding, flaking or loose particles on the surface. Any areas where the surface is not in good condition needs to be repaired as per standard civil practices
2. Application of a coat of putty under the Damp Proof system is not recommended, as it may reduce the overall bonding strength of the system to the surface
3. In case of fresh plaster surfaces with high undulations, a thin coat of Asian Wall Putty may be applied to smoothen the surface. However, please ensure the putty coat is cured completely before application of the Damp Proof system
4. Do not apply when ambient temperature is less than 10°C or if the temperature might drop to this level within 4 hrs of application.
5. Do not apply during or when rain is expected.
6. Do not over-thin or over-extend the brush.
7. Protect freshly painted surface from rains till full dry.
8. Tint using Asian Paints machine colorants only

9. Stir well and strain before use (for top coat).
10. Tinted paints need thorough shaking immediately after tinter addition as well as before use.
11. The product must have been stored as specified in their packaging instructions and have been used within their shelf life as mentioned in the product information sheets of SmartCare Damp Proof and Asian Paints Top Coat

Please note that the warranty will cease to be valid in the absence of the conditions mentioned above not being fulfilled

### **THE MINIMUM PURCHASE**

For the warranty to be valid:

1. You have to make a minimum purchase of liters of the 60 Ltrs of Damp Proof System , with min 40 Ltr of Smart care Damp Proof.
2. Damp Proof needs to be applied as an undercoat Asian Paints top coat is applied in the recommended manner.
3. Protection of edges and joints on the terrace is important to get the complete protection. Application of Asian Paints Smartcare Damp Proof needs to be done on edges and joints on the Horizontal surfaces.
4. Entire vertical structure is painted with Damp Proof and Top Coated with Asian paints
5. Warranty needs to be registered within 45 days of Purchase of Asian Paints Damp proof

### **Commencement and Duration**

- f. This Warranty shall commence from the date ("the Commencement Date") of completion of the painting project on the said building or the structure and the consumer has lodged his warranty with the company by contacting 1800-209-5678 and finished all the purchase and personal details requested by the company. In order for the warranty to be valid, the registration needs to be done within fifteen (15) days of the purchase date of Damp Proof and Asian Paints Top coat.
- g. 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
- h. The Company at its own discretion may appoint a person to inspect and validate the application of the system as per the directions specified.
- i. The Warranty shall be for a period (6) years on waterproofing when covered with Asian Paints top coat from the Commencement Date.
- j. 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. The total volume of the said system purchased exceeds 60 ltr and the usage on a particular site exceeds 60 ltr.
- b. The Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c. Under normal use and service, the roof or vertical walls of building which is not coated by Damp Proof System should be free of water leakage or seepage.

- d. 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.
- e. Throughout this Warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this Warranty: -
  - a) Film integrity, flaking and peeling of the paint Damp Proof 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 or shows evidence of excessive weathering due to defective material
  - c) Growth of fungus and algae on wall surfaces\* (at least spread over a minimum area of 1 sq mtr (10 sq feet))
  - d) External water ingress through surfaces (only vertical walls) where Damp Proof system is applied (Water ingress through the roof or any through any other part of the structure not protected through the Damp Proof system will not be covered by this warranty)

PLEASE NOTE THAT THIS WARRANTY IS SUBJECT TO THE CONDITIONS MENTIONED HEREIN.

#### **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 of the system as per the directions specified.
- d. The Warranty shall be for a period Six (6) years on vertical waterproofing (Damp Proof with Asian paints Top coat) from the Commencement Date.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

#### **This Warranty shall only be applicable where**

- a) Damp Proof system has been used for vertical exterior masonry wall surfaces only.
- b) Damp Proof System is applied at a coverage rate specified in the Product Information Sheet i.e. 2.75 to 3.25 sq meter/Ltr (30-35 sq. ft./ltr) for vertical walls.
- c) Damp Proof is topcoated with Asian Paints Top Coat on Vertical walls wherein Top coat is applied as per instructions on the PIS of the used Top Coat.
- d) Top coat is applied at a coverage specified in the Product Information Sheet i.e. 5.1 to 6 sq meter/Ltr (55-65 sq. ft./ltr)
- e) Cracks upto 3mm on the surface are filled with AP SmartCare Crack Seal applied as per instructions in its PIS before application of Smart Care Damp Proof
- f) SmartCare Damp Proof system has been used for joints and edges on terraces on concrete or bare plaster and any other areas specified by Asian Paints after application
- g) SmartCare Damp Proof is applied at coverage rate specified in the Product Information Sheet on terraces i.e. 0.75 - 1 sq. mt/ lit (8-10 sq. ft./lit).



- h) Cracks upto 3mm on the surface are filled with AP SmartCare Crack Seal applied as per instructions in its PIS before application of the system.
- i) Terrace has been thoroughly prepared in terms of repair work and cleaning to remove grease, dust, loose particles and other elements
- j) Suitable slope is provided to the roof to avoid water ponding.
- k) Loose plaster, structural cracks are repaired as per standard construction practices.

## **Liability**

- e. The Company's liability will reduce over the warranty period according to the following scale:
  - 11. In the first 12 months after Commencement Date – 100% of replacement cost
  - 12. From month 13 to month 24 after commencement date- 80% of replacement cost
  - 13. From month 25 to month 36 after Commencement Date – 60% of replacement cost
  - 14. From month 37 to month 48 after Commencement Date – 40% of replacement cost
  - 15. From month 49 to month 60 after Commencement Date – 20% of replacement cost
  - 16. From month 61 to month 72 after commencement date- 10% of replacement cost
- f. The Company's liability will be limited to the cost of paint only.
- g. 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 lodgment of claim. The Customer will be liable for the balance costs, which are not company's obligations, as indicated above.
- h. 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.

## **Exclusions**

- b. The Warranty will be void in the following events:
  - i. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
  - ii. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
  - iii. Growth of algae or fungus on surfaces other than masonry walls.
  - 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. Water seepage from or through the drainpipes carrying water from the upper parts of the building to the ground. These could include leakage/ seepage through external or internal drainpipes on the structure
  - vii. Exposure of Damp Proof System or AP Smart Care Damp Proof to damaging substances such as chemicals, solvents or oils.
  - viii. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components
  - ix. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
  - x. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.

- xi. 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.
- xii. Water seepage through ducts or other areas where Damp Proof system is not applied due to inaccessibility of that area.
- xiii. Any extension of building/ civil or structural modification post painting will make the warranty void
- xiv. Warranty will be void in case of mechanical damage/ puncturing of the paint film (whether on horizontal or vertical) including but not limited to sharp objects, plantation near the building etc.
- xv. The warranty will not be valid in case of failure of the underlying plaster or putty coat or texture paint which in turn causes a failure of the Asian Paints top coat paint film.
- xvi. The warranty will be void in case of water leakages arising out of uncoated surfaces/ structures that are directly connected to the structure painted with Damp proof System.
- c. The Warranty will cover only manufacturing defects of Damp Proof and will not cover any defects arising out of factors out of control of the Company, including but not limited to:
  - xiv. Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, damage of paint due to ants & insects water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots
  - xv. Natural calamities such as earthquakes, cyclones
  - xvi. Failure or defects in the structure or previous coating
  - xvii. Vandalism
  - xviii. Acts of God
  - xix. Abuse or negligence by the Customer
  - xx. Causes other than defects in the Smart care Damp Proof and/or Asian Paints top coat and/or SmartCare DampProof
  - xxi. Improper surface preparation
  - xxii. Surface with contaminants and not dry
  - xxiii. Normal wear and tear
  - xxiv. Any act or omission on the part of the Contractor/Painter causing the Damp Proof system or the application of Damp Proof system to be defective by any means. #

### **Claims and Repairs**

- f. 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.
- g. 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. The Company reserves the right to carry out inspections of the paint Damp Proof system and SmartCare Damp Proof's application process, in which the 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 Damp Proof system.
- h. 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.
- i. The Company, in its sole discretion shall be entitled to
  - iii. Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
  - iv. Appoint a contractor and / or approve the contractor appointed by the Customer.

**Miscellaneous:**

- e. 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 Damp Proof system. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- f. 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.
- g. In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Mumbai.
- h. The facts and all matters concerning any dispute will always be kept confidential by both the Customer and the Company .