



WARRANTY BOOK

Please call toll free no : 1800-209-5678



WARRANTY FOR ACE EXTERIOR EMULSION

Asian Paints Ltd. Company Offers a three year warranty *on ACE EXTERIOR EMULSION to the Customer from date of registration of warranty where Ace Exterior Emulsion has been used (as per the recommended application system) as per the terms and conditions stated herein.

APPLICABILITY

- a) This Warranty is applicable for sites where the painting system comprises of Ace Exterior Emulsion usage of atleast 40 litres and Trucare Exterior Wall Primer usage is atleast 20 litres
- b) For sites where the quantity of Ace Exterior Emulsion usage exceeds 200 litres, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c) The Company will provide replacement paint and labour costs for re-application of coating, as may be necessary to set right the Paint Failure in the affected portion only in accordance with the terms and conditions contained herein and as specifically 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:
 - i. Film integrity, flaking and peeling of the paint Ace Exterior Emulsion, caused by one coat of paint Ace Exterior Emulsion coming off from another or the paint Ace Exterior Emulsion film coming off from the substrate.
 - ii. Shade fading

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

*Three (3) year warranty only in case of shade-fading and failure of film integrity

COMMENCEMENT AND DURATION

- a)** This Warranty shall commence on the date ("the Commencement Date") that the Customer telephonically lodges his Warranty with the Company by contacting 1800-209-5678 and furnishing all the purchase and personal details requested by the Company. In order for this Warranty to be valid, the registration needs to be done within 30 days of the purchase date of Ace Exterior Emulsion.
- b)** The Company at its own discretion may appoint a person to inspect and validate the application of the Ace Exterior Emulsion as per the directions specified.
- c)** The Warranty shall be for a period of three (3) years from the Commencement Date on all performance parameters.
- d)** 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:

- a)** Ace Exterior Emulsion has been used on exterior masonry wall surfaces only.
- b)** All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for Ace Exterior Emulsion with regard to surface preparation and application as in the Product Information Sheet.
- c)** The Customer has used the entire paint system recommended by the Company. Final coverage obtained should be between 50 - 60 sq.ft/ltr. On all surfaces, an undercoat of Trucare Exterior Wall Primer to be used followed by 2 - 3 coats of Ace Exterior Emulsion.

LIABILITY

- a)** The Company's liability will be limited to cost of Paint purchased by the Customer only, to the extent as mentioned below.
- b)** The liability will reduce over the warranty period according to the following scale, based on when the paint failure occurs

| Period | Liability |
|---|------------------------------|
| Within first 12 months of the commencement of warranty | 100% of the replacement cost |
| From month 13 to month 24 of the commencement of warranty | 70% of the replacement cost |
| From month 25 to month 36 of the commencement of warranty | 30% of the replacement cost |
| After month 36 | 0% of the replacement cost |

b) The replacement cost shall be the cost of the paint, i.e. Ace Exterior Emulsion and labour costs required only to set right the area of paint failure, at the time of the lodgement of claim. 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 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. The Customer's exclusive and sole remedy under this Warranty shall be as mentioned here in this clause.

EXCLUSIONS

a) The Warranty will be void in the following events:

- 1)** Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
- 2)** Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.

b) The Warranty will cover only manufacturing defects of Ace Exterior Emulsion and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- 1)** 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.

- 2)** Deterioration of film integrity and shade fading due to Algal / Fungal or Microbial growth.
 - 3)** Deterioration of film integrity and shade fading due to efflorescence or Lime Blooming arising from the masonry wall.
 - 4)** Natural calamities such as earthquakes, cyclones.
 - 5)** Failure or defects in the structure or previous coating.
 - 6)** Vandalism.
 - 7)** Acts of God.
 - 8)** Abuse or negligence by the Customer.
 - 9)** Causes other than defects in Ace Exterior Emulsion.
 - 10)** Improper surface preparation.
 - 11)** Surface with contaminants and not dry.
 - 12)** Normal wear and tear.
 - 13)** Any act or omission on the part of the contractor/painter causing Ace Exterior Emulsion or the application of Ace Exterior Emulsion to be defective by any means.
- c)** While the most durable and fade resistant colour pigments are used in the manufacture of Ace Exterior Emulsion, experience has proven, particularly in coastal areas that fading and chalking do occur with all paint products. Within normal limits this is not considered as Ace Exterior Emulsion's failure.

CLAIMS AND REPAIRS

- a)** Any claim made in terms of this Warranty shall be made within 30 days of the Customer discovering any defect, damage or failure which gives rise to a claim.
- b)** The Customer 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 Ace Exterior Emulsion's application process, in which Ace Exterior 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 shall not be entitled to perform any repairs to or remove or tamper with any part of the paint, Ace Exterior Emulsion.

c) The Company shall use its best endeavours 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.

d) The Company, in its sole discretion shall be entitled to:

1) Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and

2) Appoint a contractor and/or approve the contractor appointed by the Customer.

MISCELLANEOUS

a) This Warranty disclaims any liabilities, contracts or otherwise including negligence and strict liability and the Company makes no warranty or merchantability

or of fitness for any particular purpose whatsoever for Ace Exterior Emulsion. 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.

NEXT STEPS

What are you waiting for? Get Asian Paints Ace Exterior Emulsion and give your dream house the protection it deserves. Here's what you have to do:

A) Visit our website, www.asianpaints.com, and check out the shade range available in our Colour Palette.

B) On the website, use the smart Budget Calculator and calculate what it would cost to paint.

C) Or walk in to our nearest dealer and ask for a copy of the Exterior Colour Guide.

HOW TO REGISTER YOUR WARRANTY

a) Call our Asian Paints Helpline on 1800-209-5678, within 30 days from the date of purchase of Ace exterior emulsion.

b) Keep the following information ready. This will help the Company to log Customer Warranty electronically, so that the Company can issue Customer Warranty Identification Number.

1. Customer name and contact details (including address for us to send the warranty certificate)

2. Site address

3. Qty of Ace Exterior Emulsion used

4. The name of the paint shop where the customer bought Ace exterior emulsion

5. Invoice number

6. Date of purchase

7. Name and number of the contractor who applied Ace exterior emulsion

8. Brand and volume of Primer used

c) Your call will be recorded and the warranty will be logged electronically.

d) We will then send a Customer Warranty no. to you via SMS and a hard copy of the warranty certificate to your address.

e) Should you ever experience a problem or have any questions regarding the Warranty, call on 1800-209-5678 and keep this booklet with your unique Customer Warranty Number and invoice at hand.

f) For sites where the quantity of Ace exterior emulsion's usage exceeds 200 litres, the Warranty is subject to a satisfactory pre-inspection of the surface to be painted by the Company's representative.

h) For pre-inspection of those sites where the quantity of Ace exterior emulsion usage exceeds 200 litres, call our Asian Paints Helpline on 1800-209-5678 and provide customer name, contact details and approximate exterior surface area to be painted.

THE ABOVE WARRANTY IS ALSO VALID FOR "ACE ADVANCED EXTERIOR EMULSION"



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