

EXTENT OF WARRANTY

THE WARRANTY SHALL APPLY WHERE:

- a) The total purchase of Apex or Apex Advanced , **exceeds 60 litres** and the usage on a particular site exceeds **60 litres**.
- b) For sites where the quantity of Apex or Apex Advanced usage exceeds 300 litres, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c) For sites where the quantity of Apex or Apex Advanced usage is more than 300 litres, please consult the separate warranty document applicable to sites more than 300 litres.
- d) The Company will provide replacement paint and labour for re-application of coating, as may be necessary to set right the Paint Failure in then 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:

i. Film integrity, flaking and peeling of the paint Apex or Apex Advanced, caused by one coat of paint Apex or Apex Advanced coming off from another or the paint Apex or Apex Advanced film coming off from the substrate.

ii. Shade fading#

iii. Growth of fungus and algae on wall surfaces (at least spread over a minimum area of 10 sq. feet).

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

*Three Years (3 years) warranty only in case of anti-algal / anti-fungal performance

COMMENCEMENT AND DURATION

- a) This Warranty shall commence on the date ("the Commencement Date") that the consumer 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 15 (Fifteen) days of the purchase date of Apex or Apex Advanced
- b) The Company at its own discretion may appoint a person to inspect and validate the application of the Apex or Apex Advanced as per the directions specified.
- c)) The Warranty shall be for a period of Five (5) years from the Commencement Date on all performance parameters except Algal and /or Fungal growth for which it will be for a period of Three (3) years from the commencement date
- 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) Apex or Apex Advanced 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 Apex or Apex Advanced 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 Asian Paints Exterior Wall Primer to be used followed by 2 - 3 coats of Apex or Apex Advanced.

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 – 35% of replacement cost
 - 5) From month 49 to month 60 after Commencement Date – 20% of replacement cost

- b) The replacement cost shall be the cost of the paint Apex or Apex Advanced and labour only required to set right the area of paint failure only, 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 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. 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.
 - 3) Growth of algae or fungus on surfaces other than masonry walls.

- b) The Warranty will cover only manufacturing defects of Apex or Apex Advanced 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) Natural calamities such as earthquakes, cyclones.
- 3) Failure or defects in the structure or previous coating.
- 4) Vandalism.
- 5) Acts of God.
- 6) Abuse or negligence by the Customer.
- 7) Causes other than defects in Apex or Apex Advanced.
- 8) Improper surface preparation.
- 9) Surface with contaminants and not dry.
- 10) Normal wear and tear.
- 11) Any act or omission on the part of the contractor/painter causing Apex or Apex Advanced or the application of Apex or Apex Advanced to be defective by any means.

c) While the most durable and fade resistant colour pigments are used in the manufacture of Apex and Apex Advanced, 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 Apex or Apex Advanced failure.

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. The Company reserves the right to carry out inspections of the paint Apex or Apex Advanced application process, in which Apex or Apex Advanced 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, Apex or Apex Advanced

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, 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 Apex or Apex Advanced. 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 Apex Exterior Emulsion or Apex Advanced 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.