

Warranty Certificate for Asian Paints SmartCare WaterProof Putty and Damp Sheath Interior on interior walls

Asian Paints Ltd (referred to as "Company") offers one-year Warranty* from date of purchase, on the application waterproofing system for its product Smartcare WaterProof Putty and Smartcare Damp Sheath Interior ONLY on application on interior vertical walls. Smartcare WaterProof Putty and Smartcare Damp Sheath Interior application should be as per mentioned in the product information sheet for interior wall surfaces.

Minimum Purchase

For the warranty to be valid:

- 1) Minimum 20 KG of SmartCare Waterproof Putty should have been purchased and consumed on a single surface
- 2) Minimum 4 Liters of SmartCare Damp Sheath Interior should have been purchased and consumer on a single surface
- 3) The Water Proofing System to be implemented as recommended

Extent of Warranty:

- a. When the total volume of Asian Paints Smartcare Waterproof Putty exceeds 20 Kg and Asian Paints Smartcare Damp Sheath Interior exceeds 4 Lit.
- b. For sites where the quantity of Asian Paints Smartcare WaterProof Putty exceeds 120 Kgs and the quantity of Asian Paints Smartcare Damp Sheath Interior exceeds 10 Lit, the Warranty is applicable, subject to satisfactory pre-inspection of the interior surface to be painted by the Company's representative.
- c. The warranty shall not cover the cases of water seepage from surfaces not covered with the waterproofing system of Smartcare Waterproof Putty and Smartcare Damp Sheath Interior, including:
 - i. Cracks on exterior surface
 - ii. Plumbing leakages
 - iii. Concealed gutters
 - iv. Untreated Duct Areas
 - v. Leakages from floors above or terraces
 - vi. Leakages from Drain/Nahani trap
 - vii. Untreated Sanitary joints
 - viii. Untreated Tile Joints
- d. The Company will only replace the Smartcare Waterproofing System where failure has occurred in accordance with Liability as indicated in the "Liability" section.
- 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. The paint film shows blistering, splits, tears, cracks or shows evidence of dampness on the treated wall with the system

*Please Note: The warranty on waterproofing is for a period of One (1) year only from the date of purchase (as per the purchase invoice).

Commencement and Duration

- a. This Warranty shall commence from the date of purchase of the Smartcare Waterproof Putty and Smartcare Damp Sheath Interior
- b. The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified.
- c. The Warranty shall be for a period of One (1) year on interior wall where Smartcare Waterproof Putty and Smartcare Damp Sheath Interior have been applied.
- 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 if the below mentioned application procedure is followed:

Prior Check:

- a. Before putty application it important to ensure that the substrate shall have no chalking, loose sand or paint particles and free from oil and grease stains. For fresh plaster, the substrate shall be completely cured, crack free and in sound condition.
- b. SmartCare WaterProof Putty and SmartCare Damp Sheath system has been used for interior vertical walls and that the entire affected wall is covered.
- c. Any active source of leakage needs to be treated before the application of Smartcare Waterproof Putty and Smartcare Damp Sheath Interior.
- d. New masonry surfaces must be allowed to cure completely for best results. It is recommended to allow 28 days as curing time for new masonry surfaces.
- e. Ensure that surface is completely free from all dirt, loosely held plaster, powdery residue, oil, grease or any other contamination. Any previous growth of fungus, algae or moss needs to be removed thoroughly by vigorous wire brushing and cleaning with water.
- f. For filling cracks up to 3mm use Asian Paints SmartCare Crack Seal.
- g. Pre wet the surface with water before application of 1st coat of Putty.

Application Process:

- a. Sand the surface with emery paper 180 and wipe clean. Pre wet the surface before application of 1st coat of waterproof wall putty.
- b. Mix Smartcare Waterproof Putty with water in 40% - 50% dilution and apply on the masonry surface using a putty knife/trowel
- c. After 4-5 hours, second coat of Smartcare Waterproof Putty to be applied using a putty knife/trowel. The thickness of the putty should be of 1.5mm to 2mm
- d. After putty application, sand the surface with a 180 sand paper and wipe it clean.
- e. Apply a single coat of Smartcare Damp Sheath Interior with maximum of 50% dilution by volume with water, with a forced coverage of not more than 200 sft/L. Allow it to dry for 3-4 hrs

- f. The entire affected wall needs to be covered with Smartcare Waterproof Putty and Smartcare Damp Sheath Interior.

Liability

- a. The Company's liability will reduce over the warranty period according to the following scale:
 1. In the first 6 months after Commencement Date – 100% of material cost
 2. From month 7 to month 12 after the commencement date (date of purchase) – 40%
- b. The Company's liability will be limited to the cost of paint only.
- 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 herein this clause.

Conditions of Warranty:

- a. Smartcare Waterproof Putty and Smartcare Damp Sheath Interior 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 when the products are applied on the entire affected wall. It is not applicable for localized patch application.
- c. The product must have been stored as specified in their packaging instructions and have been used within their shelf life.
- d. Smartcare Waterproof Putty and Smartcare Damp Sheath Interior should not be used in combination with product from any other manufacturer, or any other intermediate product.
- e. The warranty must be registered with the Company as per the steps mentioned in the 'Registration Process' section.
- f. The warranty will be applicable throughout India except in Punjab, Gujarat and West Bengal.

Exclusions

1. The warranty shall be void in the following events:
 - a) Water seepages and leakages arising from:
 - i. Cracks on exterior wall surface
 - ii. Plumbing issues
 - iii. Concealed Gutters
 - iv. Untreated Duct Areas
 - v. Leakages from floors above or terrace
 - vi. Leakages from Drain/Nahani traps
 - vii. Untreated Sanitary Joints
 - viii. Untreated Tile Joints
 - ix. Overflowing of loft tanks present in bathroom/ toilet

- b) Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
 - a) Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - b) Removal, excavation or replacement of tiles and concealed plumbing.
 - c) 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.
 - d) Leaks or damages resulting from any additional installations on the surface covered with the system or usage on surfaces that already has pre-installed elements that are not consistent with the recommended application.
2. The Warranty will cover only manufacturing defects of Smartcare Waterproof Putty and Smartcare Damp Sheath Interior, and will not cover any defects arising out of factors out of control of the Company, including but not limited to:
- a) Failure arising out of structural defects
 - b) Natural calamities such as earthquakes, cyclones
 - c) Vandalism
 - d) Acts of God
 - e) Abuse or negligence by the Customer
 - f) Causes other than defects in waterproofing System
 - g) Improper surface preparation
 - h) Normal wear & tear
 - i) Any act or omission on the part of the Contractor/Painter causing the waterproofing system to be defective by any means.

Owner's responsibilities:

- a. Owner should exercise normal housekeeping and after care post application of Smartcare Waterproof Putty and Smartcare Damp Sheath Interior.

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 through the SmartCare Waterproofing Helpline (1800-209-5678) 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 system application process, in which the Smartcare Waterproof Putty and Smartcare Damp Sheath Interior 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 materials (Smartcare Waterproof Putty and Smartcare Damp Sheath Interior) required for repairs are 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. Monitor re-application which is to be carried out in accordance with all its specifications and instructions; and
 - ii. Recommend the contractor to be appointed by the Customer

Registration Process

- a) During the time of purchase the customer should take a note of batch number and manufacturing date mentioned on the product pack.
- b) Customer should make sure that the product name and date of purchase are clearly mentioned on the purchase invoice.
- c) The application should be done as per the above recommended process.
- d) The warranty must be registered with the company by calling Asian Paints Helpline on 1800-209-5678 within 30 days from the date of purchase as mentioned on the purchase invoice.

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 Waterproof Putty and Smartcare Damp Sheath Interior. 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.