

## THE WARRANTY COVER

Apex Ultima Protek system on exteriors and terraces is a high performance painting system that offers the following warranty benefits:

1. 10-year long Durability (Colour retention & Film integrity) warranty on vertical surfaces
2. 5 year Waterproofing Warranty on Horizontal and Vertical surfaces
3. 5 Year Anti algal warranty on vertical and horizontal surfaces

The system (henceforth referred to as “Apex Ultima Protek System”) consists of usage of Apex Ultima Protek on vertical walls and Asian Paints SmartCare Damp Proof on terraces (henceforth referred to as SmartCare Damp Proof) in the manner recommended henceforth in detail

### **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.

Apex Ultima Protek 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 on Terraces/horizontal surfaces is to be done in a different manner as detailed below.

#### **Vertical Walls Application**

On vertical surfaces, Apex Ultima Basecoat is to be applied followed by Apex Ultima top coat application in the manner detailed below

##### **1. Apex Ultima Protek Base Coat 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 Apex Ultima Protek basecoat 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 basecoat without dilution with a spreading rate of 4.6 to 5.1 Sq meter/Ltr (50-55 sq feet/ltr).

### **b. Repainting over surfaces painted with high quality exterior emulsion**

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 Protek basecoat without dilution at a spreading rate of (2.75 to 3.25 Sq meter/Ltr )30-35 sq feet/ltr and allow to dry for 4-6 hours.

## **2. Apex Ultima Protek Top Coat Application**

Apply 2-3 coats of Apex Ultima Protek Topcoat 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.

### **Terrace Application**

- a. AP SmartCare Damp Proof system 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 or till the area where Damp Proof overlaps the Apex Ultima Protek basecoat
- b. 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).
- c. 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.
- 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. In case of adjoining terraces (separated by a common parapet wall), the terrace not coated with SmartCare Damp Proof does not have any leakages

### **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 Apex Ultima Protek 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 Apex Ultima Protek 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 colourants 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 Apex Ultima Protek.

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 300 liters of the Apex Ultima Protek system, i.e 300 liters of combined volumes of Apex Ultima Protek Top coat & Apex Ultima Protek Base Coat and 40 Liters of AP Smart care Damp Proof.
2. Apex Ultima Protek basecoat needs to be applied as an undercoat before Apex Ultima Protek Topcoat is applied in the recommended manner.
3. Protection of roof is important to get the complete protection. Application of Asian Paints Smartcare Damp proof needs to be done on Horizontal surfaces.
4. Entire vertical structure is painted with Apex Ultima Protek (Basecoat + Topcoat)

### **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 of ten (10) years on Durability parameters (Film integrity and Colour Retention) and five (5) years on 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.

### **Extent of Warranty**

The Warranty shall apply where:

- a. The total volume of the said system purchased exceeds 60 litres and the usage on a particular site exceeds 60 litres.
- b. For sites where the quantity of the said system 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. Under normal use and service, the roof or vertical walls of building which is not coated by Protek 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 Apex Ultima Protek Base Coat and/or Apex Ultima Protek Top coat 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) Shade fading
- d) Growth of fungus and algae on wall surfaces\* (at least spread over a minimum area of 1 sq mtr (10 sq feet))
- e) External water ingress through surfaces where Apex Ultima Protek system is applied (both terraces and vertical walls)

\*Please Note: The warranty on waterproofing (External Water Ingress) & anti-algal/anti-fungal performance is only for a period of Five (5) years only from the date of purchase

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 of ten (10) years on Durability parameters (Film integrity and Colour Stay) and five (5) years on waterproofing and anti algal 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**

- h. Apex Ultima Protek system has been used for vertical exterior masonry wall surfaces only.
- i. Apex Ultima Protek Base Coat 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.
- j. Apex Ultima Protek Base Coat is topcoated with Apex Ultima Protek Top Coat on Vertical walls wherein Apex Ultima Protek Top coat is applied as per instructions on the PIS of Apex Ultima Protek Top coat.
- k. Apex Ultima Protek 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)
- l. Cracks upto 3mm on the surface are filled with AP SmartCare Crack Seal applied as per instructions in its PIS before application of AP Protek Base Coat.
- m. SmartCare Damp Proof system 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
- n. 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).
- o. 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.

- p. Terrace has been thoroughly prepared in terms of repair work and cleaning to remove grease, dust, loose particles and other elements
- q. Suitable slope is provided to the roof to avoid water ponding.
- r. Loose plaster, structural cracks are repaired as per standard construction practices.
- s. Previous water proofing treatment (2k cement based/ bituminous etc) if any is completely removed to reach bare plaster.
- t. In case of adjoining terraces (separated by a common parapet wall), the terrace not coated with SmartCare Damp Proof does not have any leakages

## Liability

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

<b>Warranty Period- (External Water Ingress and Anti Algal performance)</b>	<b>Replacement cost</b>
First 12 months	100%
From month 13 to month 24 after commencement date	80%
From month 25 to month 36 after commencement date	60%
From month 37 to month 48 after commencement date	40%
From month 49 to month 60 after commencement date	20%

<b>Warranty Period- (Durability- Film Integrity and Colour Retention)</b>	<b>Replacement cost</b>
First 12 months	100%
From month 13 to month 24 after commencement date	90%
From month 25 to month 36 after commencement date	80%
From month 37 to month 48 after commencement date	70%
From month 49 to month 60 after commencement date	60%
From month 61 to month 72 after commencement date	50%
From month 73 to month 84 after commencement date	40%
From month 85 to month 96 after commencement date	30%
From month 97 to month 108 after commencement date	20%
From month 108 to month 120 after commencement date	10%

- 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 Apex Ultima Protek base coat, Apex Ultima Protek Top coat and/or 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.

## Exclusions

- a. 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. Exposure of AP Apex Ultima Protek System or AP Smart Care Damp Proof to damaging substances such as chemicals, solvents or oils.
  - vii. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components
  - viii. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
  - ix. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
  - x. 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.
  - xi. Water seepage through ducts or other areas where Apex Ultima Protek system is not applied due to inaccessibility of that area.
  - xii. Any extension of building/ civil or structural modification post painting will make the warranty void
  - xiii. 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.
  - xiv. 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 Apex Ultima Protek film
  - xv. 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 Protek System.
- b. The Warranty will cover only manufacturing defects of Apex Ultima Protek Base coat and/or Apex Ultima Protek Top coat and/or AP 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, 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
  - 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 the Apex Ultima Protek Base coat and/or Apex Ultima Protek top coat and/or 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 Apex Ultima Protek system or the application of Apex Ultima Protek system to be defective by any means. #

## **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 Ultima Protek's and SmartCare Damp Proof's application process, in which the Apex Ultima Protek 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 Apex Ultima Protek system.
- c. 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.
- d. 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 Apex Ultima Protek 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.