



**SHALIMAR**  
**PAINTS**  
SINCE 1902



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**PAINTS**

## **Warranty Certificate**

### **Product: No.1 Silk & Silk Sign**

Making a beautiful home and keeping it beautiful isn't easy especially when the quality of your Interior paint is questionable. Only the right Interior paint can keep your home looking young and beautiful, fighting hostile element for years.

Shalimar Paints introduces No.1 Silk and Silk Sign emulsion, a water-based economy interior emulsion that offers 4-year performance warranty which is a first of its kind in interior economy emulsion segment.

For the purpose of this warranty document, any reference to "company" shall mean Shalimar Paints Ltd. The warranty is valid only on the customer's registration with us. To register, please visit Shalimar Paints website and kindly do comply with the requisites, for more information call us on 1800-103-6509.

### **THE WARRANTY COVER**

No.1 Silk and Silk Sign are water-based acrylic emulsions offering smooth and luxurious finish with high opacity and excellent coverage. Offering a 4-year warranty, you can be assured that your home will look younger and brighter, year after year

### **COMMENCEMENT AND DURATION**

- a. The warranty shall commence on the date ("the commencement date") when the consumer registers his warranty with the company by directly registering on the website and furnishes all the relevant details requested by the company. For this warranty to be valid, the registration needs to be done within fifteen (15) days of the completion of painting with No.1 Silk or Silk Sign.
- b. The Company at its own discretion may appoint a person to inspect and validate the application of the painting system as per the directions specified.
- c. For both, No.1 Silk and Silk Sign, the Warranty shall be for a period of four (4) years on Durability parameters (Film integrity and Colour Retention) from the Commencement Date as mentioned in the extent of warranty section.

**[www.shalimarpaints.com](http://www.shalimarpaints.com)**



- d. 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 paint purchased is at least 60 liters or more and the usage on a particular site equals or exceeds 60 liters.
- b. The Company will only provide the replacement cost for paint and labor 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.
- c. 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- Flaking covers instances where one coat of paint film loses adhesion to the subsequent coat of paint film and starts to come off in flakes/chips for a minimum continuous area of 1.85 sq.m (20 sq.ft) over a painted surface due to cracking of paint film without application of any external man-made force.
    - Peeling- Peeling covers instances where at least 1.85 sq.m (20 sq.ft) of continuous paint layer detaches from the substrate or undercoat (detached paint layer looking like a blanket) without application of any external force.
  - b) Shade fading
    - This covers instances of visible loss of colour with time in paint film applied over a minimum continuous area of at least 1.85 sq.m (20 sq. ft) on one wall equally exposed to climatic conditions. Shade fading should be solely due to paint quality issue and should be uneven across the painted surface. Any variation due to variation in intensity of light, unevenness of substrate, variation in sheen, non-uniform dust accumulation, salt deposited on the surface is not considered as shade fading.

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

#### **APPLICATION**

The warranty will be applicable where:

- a. No.1 Silk and Silk Sign emulsion has been used on the interior masonry wall surfaces only.
- b. For the warranty to be valid, you should have made a minimum purchase of 60 liters of No.1 Silk and Silk Sign.



- c. All elements of Surface Preparation prior to the application and application work have been done in accordance with the instructions provided for No.1 Silk and Silk Sign with regard to surface preparation and application as in the Product Data Sheet.
- d. The customer has used the entire paint system recommended by the company. Final Coverage of the paint obtained should be between 130-150 Sq.ft./ltr in 2 coats for No.1 Silk and between 110-130 Sq.ft./Ltr in 2 coats for Silk Sign. It shall be mandatory to have applied an undercoat of Shalimar Paints WTCP or Interior/ Exterior Wall Primer with an obtained said coverage, subsequently followed by at least 2 top-coats of No.1 Silk or Silk Sign emulsion.

#### **LIABILITY**

- a. The Company's liability will be limited to the cost of paint only.
- b. The replacement cost shall be the cost of No.1 Silk or Silk Sign required to repair the area of paint failure only, at the time of the lodgment of claim.
- c. 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
- e. The company's warranty liability on performance parameters will reduce over the warranty period as per the table given below:

Period	Liability
Within the first 12 months from the commencement date of Warranty	100% of replacement cost
From 13 to 24 months from the commencement date of Warranty	75% of replacement cost
From 25 to 36 months from the commencement date of Warranty	50% of replacement cost
From 37 to 48 months from the commencement date of Warranty	25% of replacement cost

#### **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 amongst others.
  - 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.
- b. The Warranty will cover only manufacturing defects of No.1 Silk or Sign Sign Emulsion 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 No.1 Silk or Silk Sign Emulsion
  - 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 application of No.1 Silk or Silk Sign Emulsion to be defective by any means
- c. While the most durable and fade resistant colour pigments are used in the manufacture of both No.1 Silk and Silk Sign 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 a failure of No.1 Silk or Silk Sign.

**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's application process, in which No.1 Silk or Silk Sign 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 consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the paint.
- 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 No.1 Silk or Silk Sign 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.