Warranty Certificate

SMART BHARAT VASTU

Smart Bharat Vastu interior /exterior paint ("Product") is emulsion topcoat offering excellent whiteness and brightness.

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

Smart Bharat Vastu offers a 2-year warranty on film integrity. A first of its kind, the warranty covers product performance against flaking and peeling. With this 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 telephonically lodges 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 Smart Bharat Vastu.

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 Smart Bharat Vastu, the Warranty shall be for a period of two (2) years on Durability parameters (Film integrity –flaking and peeling) from the Commencement Dates mentioned in the extent of warranty section.

d. Where any claim arises during the warranty period, the period will not be renewed after settlement of the claim.

EXTENT OF WARANTTY

The warranty shall apply where:

a. The total volume of paint purchased is at least 30 Kg or more and the usage on a particulars site equals or exceeds 30 Kg, and its usage exceeds 90% of the purchased volume

b. The Company will only provide the replacement cost for paint and labor for re-application ofcoating, 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: -

Film integrity- flaking and peeling of the paint caused by one coat of paint coming offfrom another or the paint film coming off the substrate.

Definitions of Warranty Parameters

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.

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

The Warranty is subject to the following scope:

No. of Years	*Replacement Costs on Warranty Parameters
	Flaking, Peeling
1	100%
2	50%

***Replacement Costs shall mean the cost of material and labour required to correct the affected portion as determined by the Company.**

APPLICATION:

The warranty will be applicable where:

a. This Product is to be used on interior and exterior vertical masonry surfaces only. Warranty is not applicable for use on horizontal surfaces and boundary walls.

b. For the warranty to be valid, you should have made a minimum purchase of 30 Kg of Smart Bharat Vastu.

c. All elements of Surface Preparation prior to the Application and application work have been done in accordance with the instructions provided for Smart Bharat Vastu with regard to surface preparation and application as in the Product Information Sheet.

d. The customer has used the entire paint system recommended by the company. Final Coverage of the paint obtained should be between 35-45 sq.ft./Kg in 2 coats for exterior application and 90-110 sq.ft./Kg in 2 coats for interior application. It shall be mandatory to have applied an undercoat of Shalimar Paints Interior/Exterior Wall Primer with an obtained coverage of 100-120 sq.ft./Kg in 1 coat, subsequently followed by at least 2 top-coats of Smart Bharat Vastu.

e. Paint curing takes at least two weeks. It needs to be ensured that paint is dried with adequate ventilation and sunlight.

f. Warranty is not applicable if the painted surface comes in contact with water, dew drops or rain within 2 weeks of application.

g. Application is not to be done in rainy/high humid (> 80% relative humidity) season or in extreme cold temperatures (less than 10°C) or if the temperature might drop to this level within 4 hours of application.

LIABILITY:

a) The replacement cost shall be the cost of the paint and labour only required to set right the area ofpaint failure only, at the time of the lodgment of claim.

b) 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. TheCustomer 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:

The Warranty will cover only manufacturing defects of the Product and will not cover any defects arising out of factors not in control of the Company, including but not limited to:

1. Constant water dripping, water leakage, water seepage or continuous dampness in the wall/ terrace/ roof
2. Presence of water droplets/dripping as a result of being near vegetation, air conditioning units or any other sources of water leakage such as planted pots grills etc.
3. Moisture infiltration from ground-level capillary rise, encompassing water seepage, leakage, and persistent surface dampness
4. Water leakages from surfaces/structures not coated with the Products that are in proximity to the surface painted with the Product
5. Improper housekeeping of terrace or roof resulting into waterlogging or inadequate drainage system.
6. Application on any substrate other than masonry walls.
7. Efflorescence
8. Lime blooming
9. Growth of algae or bacteria or fungus or other forms of organism categorized as living things as per scientific understanding
10. Any issue including but not limited to, chalking, peeling, flaking, shade fading, growth of algae, bacteria, fungus on surfaces other than exterior vertical masonry surfaces
11. Any issue arising due to a tree or plant being in contact with a painted surface, painted surface being

beneath a tree, or staining due planted pots

12. Any issue due to proximity of dense trees especially in forest areas and hill stations
13. Algae growth resulting from dust deposition or non-cleaning of surfaces having accumulation of water or dirt
14. Any alteration, modification, or extension of the painted site whether of civil or structural nature
15. Mechanical damage or puncturing of the paint film due to sharp or heavy articles, fixing of antenna etc. on the walls
16. Impact of exposure to any harsh chemicals or corrosive substances such as solvents to the Product
17. Defects in the building's design or structure,
18. Chalkiness of surface on which paint is applied
19. Use of non-recommended undercoats or textures
20. Water seepage through ducts or other areas
21. Any work involving handling, extracting, digging or substituting any other building materials including concrete while testing or repairing the areas painted with the Product
22. Any movement, shifting, or cracking of the building
23. Moss and other vegetative growth
24. Writing or doodling on the walls, spitting, bird droppings, damage caused by animals, insects etc.
25. Act of God or Force Majeure
26. Armed rebellion, vandalism or any other form of violence
27. Slight paint chalking or shade fading occurring due to weather conditions within normal limits
28. Fire or accident
29. Improper surface preparation, Normal wear and tear or abuse or negligence by the Consumer
30. Any act of commission or omission on the part of the Contractor/Painter/ Consumer not in line with the Application Guidelines
31. Any cases where the minimum affected area is less than 1.85 sq.m (20 sq. ft) of continuous interior and exterior surface.
32. Any other causes other than defect in the Product

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 Smart Bharat Vastu is alleged to have failed and to perform any tests in respectthereof, and may do so either itself or by means of any person nominated by it. Prior to suchinspection or testing, the consumer shall not be entitled to perform any repairs to or removeor 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 notassume 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 Smart Bharat Vastu. 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 thedispute, 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