Warranty Certificate

Product: Superlac Stay Clean Super Premium Emulsion

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 Superlac Stay Clean Super Premium Emulsion, a water-based interior emulsion that offers 8 years performance warranty which is a first of its kind in interior luxury 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 call us on 1800-103-6509 and kindly do comply with the requisites.

THE WARRANTY COVER

Superlac Stay Clean Super Premium Emulsion is high performance paints that offer a 8-years performance warranty. A first of its kind, the warranty covers product performance against stain free finish. Superlac Stay Clean Super Premium Emulsion which provides easy stain cleanability to household stains. It is formulated with advance stain guard technology which gives superior stain resistance to household stains. It had water beading feature like lotus leaf. Superlac Stay Clean Super Premium Emulsion has superior bacterial and fungus resistance. 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 contacting 1800-103-6509 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 Superlac Stay Clean Super Premium Emulsion.

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 Superlac Stay Clean Super Premium Emulsion, the Warranty shall be for a period of eight (8) years on Durability parameters (Film integrity and Colour Retention) from the Commencement Date as mentioned in the extent of warranty section.

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

EXTENT OF WARANTTY

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 and peeling of the paint caused by one coat of paint coming off from another or the paint film coming off the substrate.

    b) Shade fading.

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

APPLICATION

The warranty will be applicable where:

a. Superlac Stay Clean Super Premium 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 Superlac Stay Clean Super Premium Emulsion

c. All elements of Surface Preparation prior to the Application and application work have been done in accordance with the instructions provided for Superlac Stay Clean Super Premium Emulsion 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 120 – 140 sq ft / ltr in 2 coats. It shall be mandatory to have applied an undercoat of Shalimar Paints WTCP or Interior / Exterior Wall Primer to have said coverage, subsequently followed by at least 2 top-coats of Superlac Stay Clean Super Premium Emulsion

LIABILITY

a) The replacement cost shall be the cost of the paint and labour only required to set right the area of paint 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. 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:

   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 Superlac Stay Clean Super Premium 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 Superlac Stay Clean Super Premium Emulsion Improper surface preparation

   viii. Surface with contaminants and not dry

   ix. Normal wear and tear

x. Any act or omission on the part of the Contractor/Painter causing the application of Superlac Stay Clean Super Premium Emulsion to be defective by any means.

c. While the most durable and fade resistant colour pigments are used in the manufacture of Superlac Stay Clean Super Premium 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 Superlac Stay Clean Super Premium Emulsion.

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 Superlac Stay Clean Super Premium 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 Superlac Stay Clean Super Premium 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.