



SHALIMAR
PAINTS
SINCE 1902

Warranty Certificate

Xtra Tough Exterior Emulsion

Shalimar Paints introduces Xtra Tough Exterior Emulsion high performance weatherproof emulsion specially formulated to safeguard your exteriors from extreme weather conditions. A revolutionary product, it is power packed with an advanced formulation that keeps your home looking new for years to come.

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

Xtra Tough Exterior Emulsion is a high-performance paint that gives a 6-year performance warranty. A first of its kind, the warranty covers product performance against fading, flaking and peeling and algal growth. With a 3-year warranty against growth of algae and fungi, 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 directly registering on the website and furnishing all the relevant details requested by the company. In order for this warranty to be valid, the registration needs to be done within fifteen (15) days of the completion of painting of Xtra Tough Exterior Emulsion.
- b. The Company at its own discretion may appoint a person to inspect and validate the application of the system as per the directions specified.
- c. The Warranty shall be for a period of Six (6) years on Durability parameters (Film integrity and Colour Retention) and three (3) years on anti-algal 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 be renewed 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.

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- 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- 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.
- 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.
- Algal growth - Algal growth covers instances where heavy algae growth is seen for at least continuous area of 0.92 sq.m (10 sq.ft) on vertical walls which is not cleanable by pressure water wash in dry season.

*Please Note: The warranty on anti-algal/anti-fungal performance is only for a period of three (3) years only from the date of purchase.

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

APPLICATION

The warranty will be applicable where:

- a. The painting system has been used for vertical exterior masonry wall surfaces only.
- b. For the warranty to be valid, you have to make a minimum purchase of 60 liters of Xtra Tough Exterior Emulsion.
- c. All elements of Surface Preparation prior to the Application and application work have been done in accordance with the instructions provided for Xtra Tough Exterior 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 obtained should be between 60 - 70 sq. ft./ ltr. For freshly plastered and cured surfaces, undercoat of Shalimar Paints Interior/ Exterior Primer (Shakti Wall Primer / Alkali Block Exterior Primer) to be followed by at least 2 top-coats of Xtra Tough Exterior Emulsion. All horizontal surfaces have to be coated with and additional 3rd coat for added protection.

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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.
- d. The company's warranty liability on durability 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	80% of replacement cost
From 25 to 36 months from the commencement date of Warranty	60% of replacement cost
From 37 to 48 months from the commencement date of Warranty	45% of replacement cost
From 49 to 60 months from the commencement date of Warranty	30% of replacement cost
From 61 to 72 months from the commencement date of Warranty	20% of replacement cost

- e. The company's warranty liability on anti-algal 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	66% of replacement cost
From 25 to 36 months from the commencement date of Warranty	33% of replacement cost



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



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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 Xtra Tough Exterior Emulsion's application process, in which Xtra Tough Exterior 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.
 - 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 Xtra Tough Exterior 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.

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