

Shalimar Paints Zero Damp

Application on Horizontal areas and Terraces

Warranty Certificate

Shalimar Paints Ltd (referred to as "Company") offers **Eight Years Warranty*** from date of purchase, on the application system for its product Shalimar Paints Zero Damp **on terrace horizontal surfaces**. The Zero Damp consists of usage of Shalimar Paints Zero Damp as per the system of application mentioned in the product information sheet.

1) Warranty Criteria:

- a. Minimum **50 Ltrs** of Zero Damp should have been purchased and consumed on a single building
- b. Entire terrace along with parapet needs to be enveloped as recommended.
- c. Warranty Needs to be registered within **45 days** of purchase of Shalimar Paints Zero Damp
- d. In case coving/angle fillet is not present is not present on Terrace, Usage of roof tapes in mandatory
- e. Recommended forced system coverage of **0.95 Sq. mt./L** must be achieved for warranty registration.

2) Extent of Warranty:

The warranty shall apply where:

- a. When the total volume of the said system purchased exceeds **50 Ltrs** and the usage on a particular site exceeds **50 Ltrs**.
- b. For sites where the quantity of the said system usage exceeds **250 Ltrs**, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c. Only the surface immediately underneath the terrace or the top floor of the building, as the case may be, shall be covered under this warranty. The warranty shall not cover the cases of water seepage from surfaces NOT covered with Zero Damp.
- d. Under normal use and service, the roof or vertical walls of building which is not coated by Zero Damp should be free of water leakage or seepage.
- e. 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.
- f. Throughout this warranty the word "paint failure" shall mean any of the following occurring, subject to the other conditions laid down under this warranty:
 - i. Film integrity, flaking and peeling of the paint Zero Damp caused by one coat of paint coming off from another or the paint film coming off the substrate
 - ii. The paint film shows blistering, splits, tears, cracks, or shows evidence of excessive weathering due to defective material
 - iii. External water ingress through terraces/ parapet walls where Zero Damp is applied.
 - iv. APL does not give any warranty against dirt pick up of Zero Damp on horizontal area.

3) 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 and the consumer has lodged his warranty with the company by contacting 1800- 103-6509 and shared all the purchase and personal details requested by the company.
- a. 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 Shalimar Paints team
- b. The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified.
- c. The Warranty shall be for a period of Eight (8) years on terrace waterproofing

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

4) **Application:** This Warranty shall only be applicable where:

- a. Zero damp have 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
- b. Zero Damp is applied at coverage rate specified in the Product Information Sheet i.e., 0.95 Sq.mt/ lit (10 sq. ft./lit).
- c. Cracks up to 3mm on the surface are filled and applied as per instructions before application of Zero Damp.

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 if any is completely removed to reach bare plaster.

h. In case of adjoining terraces (separated by a common parapet wall), the terrace not coated with Zero Damp must not have any leakages

5) Liability:

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

1. Within the first 12 months after Commencement Date – 100% of replacement cost
2. From month 13 to month 24 after commencement date- 80% of replacement cost
3. From month 25 to month 36 after Commencement Date – 70% of replacement cost
4. From month 37 to month 48 after Commencement Date – 60% of replacement cost
5. From month 49 to month 60 after Commencement Date – 50% of replacement cost
6. From month 61 to month 72 after Commencement Date – 40% of replacement cost
7. From month 73 to month 84 after Commencement Date – 30% of replacement cost
8. From month 85 to month 96 after Commencement Date – 20% of replacement cost

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 Zero Damp only required to set right the area of paint failure only, at the time of the lodgement 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

6) Exclusions: The Warranty will be void in the following events:

- a. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
- b. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- c. Growth of algae or fungus on surfaces other than masonry walls.
- d. Inadequate housekeeping of terrace or roof resulting into water logging.
- e. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement, or other structural defects.
- f. Water seepage from or through the drainpipes carrying water from the upper parts of the building to the ground. These could include leakage/ seepage through external or internal drainpipes on the structure.

- g. Exposure of Zero Damp to damaging substances such as chemicals, solvents, or oils.
- h. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- i. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the area of application.
- j. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the product.
- k. 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.
- l. Water seepage through ducts or other areas where Zero Damp is not applied due to inaccessibility of that area.
- m. Any extension of building/ civil or structural modification post painting will make the warranty void.
- n. 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.
- o. 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 Shalimar Paints topcoat paint film.
- p. 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 Zero Damp System.
- q. The Warranty will cover only manufacturing defects of Zero Damp 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 Zero Damp.
- 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 Zero Damp or the application of Zero Damp to be defective by any means.
- xii. Weak/ de-bonded plaster surface, structural defects in the building.

7) 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.
- c. The Company reserves the right to carry out inspections of the paint system and Zero Damp application process, in which the Zero Damp 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.
- d. 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 Zero Damp system.
- e. The Company shall use its best endeavours 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.
- f. 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 appoint a contractor and/or approve the contractor appointed by the Customer.

8) Miscellaneous:

- a. This Warranty disclaims any liabilities, contracts, or otherwise including negligence and strict liability and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for Zero Damp 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 always be kept confidential by both the Customer and the Company