



# Warranty Certificate



**WEATHERCOAT LONG LIFE**  
**EXTERIOR EMULSION WITH PU**

# WEATHERCOAT LONG LIFE

## WARRANTY TERMS AND CONDITIONS

### WEATHERCOAT LONG LIFE - PAINTING SYSTEM

WeatherCoat Long Life is a Super Premium Luxury Exterior Emulsion, first in the paint industry to use PU & Silicon Technology in Emulsion. The product is designed for excellent protection against extreme rainfall, heat, fungus as well as algae growth on exterior walls. PU provides excellent film strength and unmatched sheen to the paint film, hence the building looks new for years.

#### Painting System:

1. Two coats of Home Shield Waterproof Putty as per the product 'Direction for use'.
2. One coat of Home Shield Seal-O-Prime as per the product 'Direction for use'.
3. Two or Three coats of WeatherCoat Long Life as per the product 'Direction for use'.

#### SCOPE OF WARRANTY - This warranty shall be applicable only on:

- WeatherCoat Long Life purchased minimum of 60 liters or above for a site.
- Adherence to the prescribed painting system only.
- Under this warranty "paint failure" means, subject to the terms set out herein:
  - i) Film integrity, flaking and peeling of dry paint film, caused by one coat of the paint coming off from another or from the substrate.
  - ii) Algal and fungal growth shall be considered as paint failure, if the minimum affected area spread over the surface is 10 sq.ft. In such cases, the antifungal warranty would be limited to a period of 6 years from the start of warranty period.
- In case of paint failure and subject to the clauses herein, the Company will be liable only to an extent of providing material as it may deem fit, to make good the affected areas.

This warranty is subject to the terms and conditions as set out herein.

#### TERMS OF WARRANTY

- This warranty shall come into force from the date of invoice (the "commencement date") and shall be valid for a period of ten (10) years on film integrity and six (6) years on antifungal protection from the commencement date subject to exceptions as stated herein. The Company's liability will progressively reduce over the warranty period.
- Upon receipt of a complaint, the Company, at its own discretion shall appoint/authorize a person who will visit the site for inspection and shall verify and confirm that the surface preparation and application of the product has been carried out as per the directions specified on the container and which conforms to the paint system recommended by the company. It is further clarified that in case a complaint is received by the company with regard to paint failure, the company shall be at liberty to examine and inspect such application of the product as per the directions specified.
- The customer shall not be at liberty to carry out repairs on his/her own during the term of warranty. In case the customer carries out repair works, the same shall be at his/her own risk and further this warranty shall not be applicable to the repaired area.
- Once a claim is settled under the terms and conditions of this warranty, the period/term will not start afresh.

#### APPLICABILITY - The Applicability of this warranty shall be as per the following:

- It shall be applicable on products, which has been used on exterior masonry walls only.
- The application of the product has been carried out as per the directions specified under the "Directions for use" and which conforms to the paint system recommended by the Company including all elements of surface preparation prior to the application work and the customer has followed and used the paint system and undercoats as recommended by the Company.

#### WARRANTY LIMIT

- The Company's liability shall reduce over the Warranty period according to the following scale:

Year	Description	Limit of paint cost to be reimbursed
1	In the first 12 months after the commencement date	90%
2	From 13 <sup>th</sup> month to 24 <sup>th</sup> month after the commencement date	75%
3	From 25 <sup>th</sup> month to 48 <sup>th</sup> month after the commencement date	50%
4	From 49 <sup>th</sup> month to 60 <sup>th</sup> month after the commencement date	40%
5	From 61 <sup>st</sup> month to 72 <sup>nd</sup> month after the commencement date	30%
6	From 72 <sup>nd</sup> month to 84 <sup>th</sup> month after the commencement date	20%
7	From 85 <sup>th</sup> month to 120 <sup>th</sup> month after the commencement date	10%

- The paint cost shall be the cost of the product at the time the claim is lodged by the customer, to make good the affected area.
- Any extra cost shall be borne by the customer and the company shall in no way be liable and held responsible for the same.
- The company will not be liable for any indirect or consequential loss or damages to the customer. The customer's exclusive and sole remedy shall be as mentioned herein.

#### **EXCLUSIONS** - This warranty shall not be applicable in the following events:

- i) Water seepage or dampness of the wall due to water leakage or proximity to any sources of water leakage; water seepage due to capillary pressure from moisture and continuous dampness of the surface.
- ii) Growth of algae or fungus on surfaces other than masonry walls.
- iii) Paint failures due to inherent structural defects, moss and other vegetative growth, bird droppings/spitting, staining due to plant/pots.
- iv) Damage to the canned paint due to improper storage or handling.
- v) Application error, surface incompatibilities or improper surface preparation.
- vi) Use or inclusion of any pigment, additives, chemicals or paint not recommended by the Company.
- vii) Events which are out of control of the Company shall also be outside the purview of this warranty, including but not limited to:

Natural calamities, external damage or acts of God; causes other than defects in the product; surface with contaminates and not dry; normal wear and tear; any act or omission on the part of the contractor/painter applying the product; fading/chalking/peeling on sites in coastal areas shall not be considered as paint failure, efflorescence, cracks, saltpeter action, salt leeching, shade fading or variations etc.

#### **CLAIMS**

- Any claim made under the terms and conditions of this Warranty shall be made within 30 days from the customer discovering any defect, damage or failure which gives rise to a claim. The customer must retain the original duly filled tax invoice of authorized dealer to avail the warranty services.
- The Company shall put its best efforts to ensure that the paint required to make good the affected areas are made available. However, the Company shall not be held liable for any delay in this respect.

#### **GENERAL TERMS**

- This warranty is non-assignable and non-transferrable.
- In case of any dispute, the same is subject to exclusive jurisdiction of courts at Kathmandu.
- All parties at all time will keep all matters and facts concerning any dispute, confidential.
- The section headings in this warranty are for convenience of interpretation only and do not have any legal or contractual effect.

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