



Roof KOOL & SEAL

WATERPROOF ROOF COATING

Warranty Certificate



Roof KOOL & SEAL

WARRANTY TERMS AND CONDITIONS

Roof Kool & Seal - Painting System

Roof Kool & Seal is a fibre reinforced liquid applied elastomeric waterproofing membrane, impregnated with nano-fibre. The product is specially formulated with PU-Acrylic Hybrid Polymer and is meant for a dual effect of waterproofing & heat reduction. Berger Jenson & Nicholson (Nepal) Pvt. Ltd. (referred to as "the Company") offers a TEN (10) years warranty on its product Roof Kool & Seal (referred to as "the Product").

Painting System

- a) **Surface preparation** - The surface should be free from any kind of contamination, dirt, tar, bitumen, algae, fungal growth & old paints. It should be cleaned thoroughly by wire brushing & water jetting. Cracks on parapets, corner joints and roof surfaces should be repaired by using Home Shield Advanced Latex Plus polymer modified mortar.
- b) **Priming** - Apply a self-priming coat with 50% dilution (with potable water).
- c) **Waterproofing** - 2 undiluted coats of application (Brush/Roller) with an inter-coat period of 4-6 hours.

SCOPE OF WARRANTY

- a) The Warranty shall apply only:
 - 1) If the total volume of Roof Kool & Seal purchased and used in a particular site exceeds 60 litres.
 - 2) For individual site, where the consumption exceeds 60 litres, the warranty shall be applicable subject to a satisfactory pre-inspection of the exterior surface to be coated with Roof Kool & Seal by the authorized representative of the Company.
 - 3) The entire roof surface along with the parapet walls shall be required to be coated, as per the procedure recommended by the Company.
 - 4) It is specifically agreed that only the surface that has been coated with Roof Kool & Seal shall be covered under this warranty. The warranty shall not cover problems or issues caused due to moisture/water seepage, cracks/structural damages, water overflow & surfaces not coated with Roof Kool & Seal.
 - 5) Request for registration of Roof Kool & Seal warranty has to be made by the customer to the authorized dealer of the company within seven (7) days from the date of purchase. The original copy of the invoice(s) has to be retained by the customer and to be produced to the representative of the Company on demand. Roof Kool & Seal has to be purchased from its authorized dealers.
 - 6) The Company's authorized representative will visit the customer's site for an inspection within reasonable time from the registration date.
- b) In accordance with liability as indicated in foregoing clause no. 5, the Company's liability will be limited to providing replacement of Roof Kool & Seal for re-application as may be necessary and deemed fit by the Company to set right the Coating Failure in the affected areas only.
- c) The words "Coating Failure" shall mean any of the following:-
 1. Failure of Waterproofing caused due to water ingress through the coatings on the surface of the roof.
 2. Film integrity, flaking and peeling of Roof Kool & Seal, one coat of Roof Kool & Seal coming off from another coat or Roof Kool & Seal film coming off from the substrate.

WARRANTY LIMIT

- a) 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 from the commencement date	100%
2	From 13 th - 24 th month from the commencement date	90%
3	From 25 th - 36 th month from the commencement date	80%
4	From 37 th - 48 th month from the commencement date	70%
5	From 49 th - 60 th month from the commencement date	60%
6	From 61 st - 72 nd month from the commencement date	50%
7	From 73 rd - 84 th month from the commencement date	40%
8	From 85 th - 96 th month from the commencement date	30%
9	From 97 th - 108 th month from the commencement date	20%
10	From 109 th - 120 th month from the commencement date	10%

* Warranty card shall be valid once it is signed by the company.

- b) The Company's Liability shall be limited to the cost of the Product (Roof Kool & Seal) only.
- c) The Company will not be liable for any other indirect or consequential loss or damage to the customer or to any other person. The customer's exclusive and sole remedy under this Warranty shall be as stated herein in this clause.

TERMS OF WARRANTY

- a) For sites where the consumption exceeds 60 litres, the Company's authorized representative will inspect the surface to be coated and only if the inspection is satisfactory, Roof Kool & Seal to be applied as per Roof Kool & Seal application check list. In case the pre-inspection is found to be unsatisfactory, corrective measures will be suggested and thereafter an inspection may be carried out by the Company.
- b) Customer must ensure that the contractor carries out application as per Product data sheet and application checklist.

- c) Post completion of the application of Roof Kool & Seal, the customer has to submit the aforementioned informations to the Company.
- d) For sites where the consumption of the product exceeds 60 litres, the warranty certificate will be issued only after satisfactory inspection and validation of the completed site by authorized representative of the Company. The customer understands and agrees that such inspection and validation does not imply approval by the Company of the method of application or compliance with the conditions of warranty but is merely a validation of proper purchase entitling the customer to the warranty in accordance with the terms and conditions of this warranty certificate.
- e) The customer shall attach stamped receipt of all purchases of the Product to the warranty certificate and retain the same during tenure of the warranty.

APPLICABILITY

- a) This Warranty shall commence from the date of purchase ("Commencement Date") of the Product and it has to be consumed within 90 days from the date of purchase.
- b) Roof Kool & Seal has been used on roof surfaces only and that the entire roof including the parapet walls are coated till a height of 1 foot below the terrace-parapet joint in the outer wall/exterior wall.
- c) All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for Roof Kool & Seal with regard to surface preparation and application procedure as recommended in the Product Data Sheet.
- d) Final coverage achieved after completion of the application of Roof Kool & Seal, in accordance with the specified process, will be within 10-11 sq. ft./Litre/3 Coats

EXCLUSIONS

- a) The Warranty shall not be applicable and shall be void in the following events:
 1. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like potted plants, plants, plumbing lines, broken water spout, or water flow from overhead tank etc.
 2. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
 3. Water ingress from areas not coated with Roof Kool & Seal.
 4. Inadequate maintenance of the roof leading to water logging.
 5. Growth of algae or fungus on surfaces.
 6. Defects in the design of the building or other structural defects.
 7. Exposure of the applied coating to damaging substances such as chemicals, solvents or oils.
 8. Building or structural changes carried out after the coating has been applied.
 9. Leaks or damages due to any additional installations on the coated surface or usage on the surface of pre-installed elements that is not consistent with recommended application.
 10. Roof Kool & Seal is not consumed within 90 days from the date of purchase.
- b) The Warranty will cover only manufacturing defects of Roof Kool & Seal. The Warranty will not cover any defects arising out of factors which are beyond the reasonable control of the Company, including but not limited to:
 1. Coating failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage in the building structure and continuous dampness of the surface, staining due to plant pots, efflorescence, waterlogging/stagnant water;
 2. Natural calamities such as earthquakes, cyclones and flooding;
 3. Failure or defects in the structure or previous coating, or any repair work undertaken;
 4. Vandalism, accidents and fire;
 5. Acts of God;
 6. Abuse or negligence by the Customer;
 7. Causes other than defects in Roof Kool & Seal;
 8. Improper surface preparation;
 9. Surface with contaminants;
 10. Normal wear and tear; Wilfully inflicted damage; and
 11. Any act or omission by the Painter/ Contractor/Applicator that caused the Roof Kool & Seal system to be defective

CLAIMS

- a. Any claim made in terms of this Warranty shall be made within 30 days of the customer discovering any defect, damage or failure which gives rise to a claim.
- b. The customer shall forthwith notify the Company of the claim providing full details thereof, and shall set out the basis on which it prima facie believes that the Company is liable in terms of this Warranty.
- c. The Company reserves the right to carry out a detailed inspection of Roof Kool & Seal application process, in which Roof Kool & Seal is alleged to have supposedly failed and to perform any tests in respect thereof, and may do so either by itself or by means of any expert nominated or appointed by it. Prior to such inspection or testing, the customer shall not be entitled to perform any repairs or remove or tamper with any part of the Roof Kool & Seal system.
- d. The Company shall use its best endeavour to ensure that Roof Kool & Seal required for repairs is available as soon as possible at the site where the repairs are to be carried out, but does not assume liability for any delay caused in this respect.
- e. The Company, in its sole discretion shall be entitled to:
 1. Control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions; and
 2. Appoint a contractor and/ or approve the contractor appointed by the Customer
- f. It is hereby agreed that where any claim arises during the warranty period, the period will continue only from the original date of purchase and the Commencement Date of warranty shall always be the original date of purchase even after settlement of any claim(s).

GENERAL TERMS:

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

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