



# Warranty Certificate





## THE PRODUCT

The WeatherCoat All Guard Flexo (the topcoat) together used with PU koat or HS Damp Shield Elasto or WeatherCoat Exterior Primer (all of which shall be separately referred to as the basecoat) is a superior painting system (hereinafter referred as the product) offered by Berger Jenson & Nicholson (Nepal).Pvt. Ltd. (the company), which provides your walls all round protection from various external elements. In addition to strong protective properties, these add unparalleled beauty to your walls with a superior sheen finish that keeps your house looking new, year after year.



## THE WARRANTY COVER

- The combination of WeatherCoat All Guard Flexo with PU koat (1<sup>st</sup> combination) offers a 8 year sliding endurance warranty on paint failure (defined hereinafter), a 8 year waterproofing warranty and a 5 year anti-fungal warranty.
- The combination of WeatherCoat All Guard Flexo with HS Damp Shield Elasto (2<sup>nd</sup> combination) offers a 8 year sliding endurance warranty on paint failure (defined hereinafter), 8 year waterproofing warranty and a 5 year anti-fungal warranty.
- The combination of WeatherCoat All Guard Flexo with WeatherCoat Exterior Primer (3<sup>rd</sup> combination) offers a 8 year sliding endurance warranty on paint failure (defined hereinafter), and a 5 year anti-fungal warranty.



## TERMS OF THIS WARRANTY

- (a) This warranty shall be effective on and from the date \_\_\_\_\_ on which the customer has registered this warranty in the manner recommended by the company and by providing all requisite details required by the company. This warranty shall be valid only if the registration is done within thirty (30) days from the date of the purchase of the product.
- (b) The company, if deemed necessary, may appoint a representative to inspect and monitor the application of the product.
- (c) The company's liability shall reduce over the warranty period as per the scale provided herein.
- (d) Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.
- (e) This warranty will be applicable on vertical walls only.



## APPLICABILITY

**This warranty is applicable only if,**

- (a) The topcoat and the basecoat have been applied on entire vertical masonry surface in the manner prescribed by the company in the product data sheet/product container.
- (b) The volume of the topcoat purchased and used at a particular site is at least 60 litres.
- (c) 2-3 coats of the topcoat with minimum 60 litres of usage at a particular site is mandatory to avail this warranty.
- (d) In any painting site, 2 coats of basecoat is compulsory to avail this warranty.
- (e) All horizontal surfaces have to be coated with 3rd topcoat in addition to the coats applied on the vertical surface. If the 3rd topcoat is not applied on the horizontal areas, this warranty shall not be applicable on such areas.
- (f) The topcoat and basecoat are applied at a coverage rate specified in the product data sheet.
- (g) Use HS Advanced Latex Plus for filling cracks as per the application instructions provided in the product data sheet.
- (h) Water spouts are in accordance with the standard civil practices.
- (i) Walls should be free from water leakage or seepage.
- (j) No vertical surface, including but not limited to duct areas, is left uncoated due to inaccessibility.
- (k) Surface preparation and application of the product has been done as per the instructions provided in the product data sheet.
- (l) A site visit for pre-inspection of the surface to be coated by the product by the company's representative shall be required in cases, where the volume of the topcoat purchased and used at a particular site exceeds 100 litres.



## WARRANTY LIABILITY

- (a) The warranty only provides for replacement cost of paint as per the reducing scale provided hereinafter, solely for re-application purposes, in order to make good the affected areas.
- (b) Under this warranty, paint failure shall mean subject to the terms set out herein:
  - > Film integrity, flaking and peeling off basecoat and/or topcoat of the paint caused by one coat of the paint coming off from the other or from the substrate.
  - > Shade fading or blistering, tears, splits or signs of considerable amount of weathering solely due to paint quality issues.
  - > For 1<sup>st</sup> and 2<sup>nd</sup> combinations, water ingress through external vertical surfaces, where the product used in 1<sup>st</sup> and 2<sup>nd</sup> combinations is applied, unless there is water leakage or seepage. Water ingress through any other part of the structure, where the products used in 1<sup>st</sup> and 2<sup>nd</sup> combinations are not applied, but affecting the product, will not be covered by this warranty.
  - > For 3<sup>rd</sup> combination, water ingress through any part of the structure, where the product used in 3rd combination is applied/not applied, will not be covered by this warranty.
  - > Fungal and fungal growth shall be considered as Paint Failure subject to the terms of this warranty, if the minimum affected area spread over the surface is 10 sq. ft. or more.
- (c) The company will not be liable for any indirect or consequential loss or damage to the customer. The customer's exclusive and sole remedy shall be as mentioned herein.

- (d) The liability of the company under this warranty is limited only to:
  - i) Paint failure, waterproofing and anti-fungal properties for the 1<sup>st</sup> and 2<sup>nd</sup> combinations.
  - iii) Paint failure and anti-fungal properties for the 3<sup>rd</sup> combination.
- (e) Any extra cost shall be borne by the customer, the company shall not be liable and held responsible for the same. The company shall not be liable in case of any defects arising out of workmanship.
- (f) This warranty on the product is the sole and exclusive warranty given by the company.
- (g) Except the warranty set out herein, there are no other warranties whether express or implied under law.



## WARRANTY EXCLUSIONS

### The warranty shall not be valid in the following cases

- (a) The vertical surfaces are not coated with the product.
- (b) Water ingress through exterior vertical surfaces on any part of the structure are not protected with the product used in 1st and 2nd combinations.
- (c) Water ingress through exterior vertical surfaces on any part of the structure for 3rd combination.
- (d) Water leakage or seepage in the walls through exterior sources such as broken water pipes, damaged sewerage lines, water leakage from toilets and kitchens due to faulty or rusted pipelines, damage in concrete or brickwork, dripping of water or water leakage from any source (including but not limited to vegetation), air-conditioning units and plant pots, water leakage, seepage and continuous dampness from water penetration due to capillary rise from the ground level, etc.
- (e) Fungal or fungal growth on surface other than masonry walls.
- (f) Defects in the design of the building including the roof.
- (g) In case of any change in the building or the structure post painting.
- (h) Failure or damage caused by the previous coating, if any.
- (i) Structural defects including cracks not cured with HS Advanced Latex Plus.
- (j) Improper surface preparation such as presence of contaminants or moisture.
- (k) Exposure of the product to damaging substances including but not limited to solvents, chemicals including acids and strong alkali or oils.
- (l) Mechanical damage or damage of film due to high abrasion of the surface with sharp objects.
- (m) Damages resulting from leakages arising out of additional installation not consistent with the basecoat.
- (n) Water leakage/seepage from external or internal drain pipes present on the structure.
- (o) Failure of the underlying plaster or putty coat or any other coat which in turn causes the failure of the product.
- (p) Causes other than defects in the product.
- (q) For reasons not under the control of the company:
  - Vegetative growth, excessive bird droppings, spitting, damage caused due to insects.
  - Vandalism.
  - Acts of God including but not limited to earthquakes, cyclones, floods, torrential rain.
  - Normal wear and tear.
  - Abuse or negligence by the customer.
  - Failure due to reasons solely attributable to the contractor/painter.

The company's liability will reduce over the warranty period according to the following scales:

### For Eight (8) Years

Year	Limit of Paint cost to be reimbursed (%)
1	90
2	75
3	60
4	50
5	40
6	30
7	20
8	10



## CLAIMS

- Any claim made under the terms and conditions of this warranty shall be made within 15 days from the customer discovering any defect, damage or failure which gives rise to a claim. The decision of the company to accept or reject any claim lodged under the terms of this warranty shall be final and binding on the customer.
- The customer must retain the original invoice(s) to avail this warranty. Upon receipt of a complaint, the company, at its 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 have been carried out as per the directions of the company. If require, it may carry out tests.
- The customer shall also retain the original invoice(s) raised by the dealer(s)/contractor(s).
- Prior to such inspection, the customer shall not have the right to carry out any repair or remove any part of the paint.
- The company's authorized personnel shall verify that all the products prescribed by the company have been purchased in the required quantities and used as recommended by the company.



## GENERAL TERMS

- This warranty is non-assignable and non-transferable.
- 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.