



APEX
ULTIMA
Metallics

WARRANTY
BOOKLET

Warranty ID. No.

WARRANTY INFORMATION

Customer Details

Name Contact.....
Site Address.....
.....

Warranty Identification no. (Win)
(To be issued to the customer by helpline operator)

Warranty commencement date.....

Product Details

Product Name.....
Shade name..... Quantity (ltrs.).....
Undercoat name..... Quantity (ltrs.).....

Dealer Details

Dealer Name.....
Address.....
.....

Invoice No. Invoice Date

Dealer’s Stamp

To be filled by the customer

Contractor’s Name.....
Address.....
.....

Tel. No.

APEX ULTIMA METALLICS

THE ULTIMATE SOLUTION

Asian Paints Apex Ultima Metallics is a 100% acrylic, water-based emulsion suitable for application on both masonry and metal surfaces, delivering a high performance luxury metallic finish. For the purpose of this warranty document, any reference to "company" shall mean Asian Paints Ltd. The warranty is valid only on the customer's registration with us. To register, please call us on 1800-209-5678 or complete the warranty registration form on our website and kindly do comply with the requisites.

THE WARRANTY COVER

Apex Ultima Metallics is a high performance paint that offers a 5-year durability (colour retention & film integrity) warranty. The first of its kind, the warranty covers product performance against not just fading, flaking and peeling but also covers blisters, splits, tears and excessive weathering of the paint film. With a 5-year durability warranty, you can be assured that your home will look younger and brighter, years after year, for year to come!

COMMENCEMENT AND DURATION

- a. This warranty shall commence on the date on which ("the commencement date") the consumer has lodged his warranty with the company by contacting 1800-209-5678 or by registering on the website, and furnishing all the purchase and personal details requested by the company in order for this warranty to be valid, registration needs to be done within forty five (45) days of the material purchase and within fifteen (15) days of the completion of painting.
- b. If there is a break or recess period in the painting on the same building, finalizing the commencement date shall be at the discretion of the asian paints team.
- c. The company at its own discretion may appoint a person to inspect and validate the application of the Apex Ultima Metallics as per the directions specified.
- d. The warranty shall be for a period of Five (5) years on durability parameters from the commencement date.
- e. Where any claim arises during the warranty period, the period Will not start afresh after settlement of the claims.

EXTENT OF WARRANTY

- a. The total volume of the said system purchased exceeds 4 litres and the usage on a particular site exceeds 4 litres.
- b. The company will only provide replacement cost for paint and labour for re-application of coating, as required to set right the paint failure in the affected portion only in accordance with liability as indicated in the 'Liability' section.
- c. Throughout this warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this warranty:-
 - i. Film integrity, flaking and peeling of the paint undercoat and /or Apex Ultima Metallics Topcoat caused one coat of paint coming off from another or the paint film coming off the substrate
 - ii. Shade fading
 - iii. The paint film shows blistering, splits, tears or shows evidence of excessive weathering due to defective material.

APPLICATION

The warranty shall apply where the below mentioned application guidelines have been followed:

- a. All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for Apex Ultima Metallica System with regard to surface preparation and application as in the product information sheet.
- b. Respective undercoat of Apex Ultima Metallica is applied at a coverage rate as specified in the product information sheet.
- c. Apex Ultima Metallica is applied at a coverage specified in the product information sheet.

LIABILITY

- a. The company will be liable for the replacement cost of only paint and labour 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 wage 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 liability will reduce over the warranty period according to the following scale:

Period	Liability
Within first 0 to 12 months of the commencement date of warranty	100% of replacement cost
Within first 13 to 24 months of the commencement date of warranty	80% of replacement cost
Within first 25 to 36 months of the commencement date of warranty	60% of replacement cost
Within first 37 to 48 months of the commencement date of warranty	40% of replacement cost
Within first 49 to 60 months of the commencement date of warranty	20% of replacement cost
After month 60	0% of replacement cost

EXCLUSIONS

a. The warranty will be void in the following events:

- i. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
- ii. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- iii. Growth of algae or fungus on surfaces other than masonry walls.
- iv. Defects in the design of the building or roofing system, including inadequate drainage system, settlement or movement.
- v. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- vi. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- vii. Any extension of building/civil or structural modification post painting will make the warranty void.
- viii. 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.
- ix. Water seepage from or through the drain pipes carrying water from the upper parts of the building to the ground. These could include leakage/seepage through external or internal drain pipes on the structure.

- x. Any extension of building/civil or structural modification post painting will make the warranty void.
 - xi. 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.
 - xii. Water seepage from or through the drain pipes carrying water from the upper parts of the building to the ground. These could include leakage/seepage through external or internal drain pipes on the structure.
 - xiii. 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 Apex Ultima Metalics.
- b. The warranty will cover only the manufacturing defects of Apex Ultima Metalics and will no 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 and 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 Apex Ultima Metallica.
- viii. Improper surface preparation.
- ix. Surfaces with contaminants and not dry.
- x. Normal wear and tear.
- xi. Any act or omission on the part of the contractor/painter causing the Apex Ultima Metallica or the application of Apex Ultima Metallica to be defective by any means.

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 Apex Ultima Metallics application process, in which the Apex Ultima Metallics 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 Apex Ultima Metallics.
- 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; and
 - 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 Apex Ultima Metallica. There are no warranties expressed or implied under law, which extend beyond the warranty set out here in.
- 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.

NOTES

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