



SmartCare Damp Secure Primer

Waterproofing Warranty

Asian Paints Ltd (referred to as "Company") offers Three (3) Years Warranty from the date of purchase, on the application system for its product SmartCare Damp Secure Primer for application as an undercoat to exterior emulsions. The SmartCare Damp Secure Primer system consists of usage of Asian Paints SmartCare Damp Secure Primer as per the system of application mentioned in the product information sheet.

Warranty Criteria:

1. Minimum Purchase For the warranty to be valid: Minimum 25 Ltr. of SmartCare Damp Secure Primer should have been purchased and consumed on a single building.
2. Warranty needs to be registered within 45 days of purchase of the Asian Paints SmartCare Damp Secure Primer.
Extent of Warranty:
 - a. When the total volume of the said system purchased exceeds 25 Ltr. and the usage on a particular site exceeds 25 Lit.
 - b. For sites where the quantity of the said system usage exceeds 200 Ltr. the Warranty is applicable subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
 - c. 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.
 - d. Throughout this warranty, the word "paint failure" shall mean any of the following occurring, subject to the other conditions laid down under this warranty as per the system of application mentioned in the PIS:
 - a. Film integrity (Primer + Paint), flaking and peeling of the paint caused by the film coming off the substrate
 - b. The Primer + Paint film shows blistering, splits, tears, cracks or shows evidence of excessive weathering due to defective material.

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.
- b. If there is a break or recess period in the painting work on the same building, determining the Commencement Date shall be at the discretion of the Company team.
- c. The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified.
- d. The Warranty shall be for a period of three (3) years for waterproofing from the Commencement Date.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

Application:

This Warranty shall only be applicable where:

- a. SmartCare Damp Secure Primer system has been used for exterior masonry wall surfaces post recommended surface preparation.
- b. SmartCare Damp Secure Primer system is applied at the coverage rate specified in the product information sheet.
- c. SmartCare Damp Secure Primer is top coated with Asian Paints Apex Exterior Emulsion or superior quality exterior emulsion as per PIS of relevant topcoat.
- d. Entire structure is painted with SmartCare Damp Secure Primer System (SmartCare Damp Secure Primer + Asian Paints Apex Exterior Emulsion or superior quality exterior emulsion).

Liability:

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

1.	Within the first 6 months after Commencement Date - 100% of replacement cost
2.	From month 7 to month 12 after commencement Date - 70% of replacement cost
3.	From month 13 to month 18 after Commencement Date - 60% of replacement cost
4.	From month 19 to month 25 after Commencement Date - 40% of replacement cost
5.	From month 26 to month 36 after Commencement Date - 20% of replacement cost
6.	>36 months after Commencement Date - 0% of replacement cost

- b. It is clarified that the Company's liability will be limited to the cost of paint only.
- c. The replacement cost shall be the cost of the SmartCare Damp Secure Primer only required to set right the area of paint failure only, at the time of the lodgement of the claim. The Customer will be liable for the balance costs, which are not the 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 Conditions of Warranty:
- SmartCare Damp Secure Primer must have been applied as per Company instructions and technical data current at the time of purchase and good working practice.
 - The product must have been stored as specified in its packaging instructions and have been used within its shelf life.
 - SmartCare Damp Secure Primer should not be used in combination with product from any other manufacturer.

Exclusions:

The warranty shall be void in the following events:

- Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines
- Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
- Warranty will be void in case of leakages through the duct or other areas where SmartCare Damp Secure Primer is not applied due to inaccessibility of that area
- Warranty will not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices)
- Exposure of SmartCare Damp Secure Primer to damaging substances such as chemicals, solvents or oils.
- Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- Puncturing of cured product film due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
- Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- Leaks or damages resulting from Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.
- Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already have pre-installed elements that are not consistent with the recommended application.
- The Warranty will cover only manufacturing defects of SmartCare Damp Secure Primer and will not cover any defects arising out of factors out of the control of the Company, including but not limited to:

- i. Paint failures due to structural defects, moss and other vegetative growth, excessive bird drop pings/spitting, 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 SmartCare Damp Secure Primer
- 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 SmartCare Damp Secure Primer system to be defective by any means.
- xii. Weak/ debonded plaster surface, structural defects in the building
- xiii. Broken water sprout, old water pipe lines etc.

Owner's responsibilities:

- a. Owner should exercise normal housekeeping and after care post application of SmartCare Damp Secure Primer system.

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 application process, in which the SmartCare Damp Secure Primer 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. 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 system.
- d. 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.
- e. The Company, in its sole discretion shall be entitled to 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.

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 the SmartCare Damp Secure Primer 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 the 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.