

instacare

DAMP GUARD

DAMPPROOF

EXTERIOR SEALER

BASE COAT



8 YEAR PERFORMANCE

warranty guide

8 Year Performance Warranty Guide

This warranty and all its terms and conditions are agreed and accepted in full for and on behalf of the Consumer.

To be filled by the dealer

Shade Name	Quantity (Ltrs)	Batch No.	Mfd	Area to be painted (in Sq.ft)

Dealer Name	Address	Invoice No. & Date	Dealer's Stamp

To be filled by the Customer

Customer Name	Address	Tel Number

Apollo Paints (P) Ltd (referred to as “Company”) offers Eight (8) year Warranty* from date of purchase, on its product Insta Care Damp Guard. (Referred to as Insta Care Damp Guard).

1 **Extent of Warranty** | the warranty shall apply where

- a. The total volume of Insta Care Damp Guard purchased exceeds 80 litres and the usage on a particular site exceeds 80 litres. This is done as a test measure at this stage, and it shall be extended in future by Company's notification on all purchases of Insta Care Damp Guard.
- b. For sites where the quantity of Insta Care Damp Guard usage exceeds 500 litres, the Warranty is applicable, subject to satisfactory preinspection of the exterior surface to be painted by the Company's representative.
- c. The Company will provide replacement paint and labour 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 Section 5.
- d. Through 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 Insta Care Damp Guard, caused by one coat of paint Insta Care Damp Guard coming off from another or the paint Insta Care Damp Guard film coming off from substrate.
 - II. Shade fading
 - III. Growth of fungus and algae on wall surfaces*(at least spread over a minimum area of 10sq feet)

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Please note that the Warranty is subject to the conditions mentioned herein.

2 To Register Warranty

- a) Call our Regional Office, within fifteen days from the date of purchase of Insta Care Damp Guard.
- b) Keep the following information ready. This will help the Company to log Customer Warranty register, so that the company can issue Customer Warranty Identification Number.
 - I. Customer name and contact details
 - II. Shades purchased and the quantity of Insta Care Damp Guard purchased of each shade
 - III. The batch number/ manufacturing date on the packs for each of the shades
 - IV. The name of the paint shop where the customer bought Insta Care Damp Guard
 - V. Invoice Number
 - VI. Date of purchase
 - VII. Name of the contractor who applied Insta Care Damp Guard
 - VIII. Approximate exterior surface painting area
 - IX. Mobile number/Tel. number of the contractor who applied Insta Care Damp Guard.
- c) The representative will issue a unique Warranty Identification Number.
- d) Attach your stamped receipt of purchase to this booklet and please do retain the booklet along with the Original stamped receipt of purchase during Warranty period.
- e) Should you ever experience a problem or have any questions regarding the warranty is subject to a satisfactory pre-inspection of the surface to be painted by the company's representative.
- f) For sites where the quantity of Insta Care Damp Guard's usage exceeds 500 litres call our regional office and provide customer name, contact details and approximate exterior surface area to be painted.
- g) The Company's representative will pre-inspect the surface to be painted at those sites where the quantity of Insta Care Damp Guard's usage exceeds 500 litres and issue a Provisional Warranty Identification number.
- h) Post the completion of the painting of those sites where the quantity of Insta Care Damp Guard usage exceeds 500 Litres, you will call our regional office and provide details as indicated in clause 2(b).

3 Commencement and Duration

- a) This Warranty shall commence on the date ("the Commencement date") that the consumer telephonically lodges his Warranty with the Company by contacting our Regional Office and furnishing all the purchase and personal details requested by the Company. In order for this Warranty to be valid, the registration needs to be done within 15 days of the purchase date of Insta Care Damp Guard.
- b) The Company at its own discretion may appoint a person to inspect and validate the application of the Insta Care Damp Guard as per the directions specified.
- c) The Warranty shall be for a period of Eight(8) years from the Commencement Date on all performance parameters except Algal and/or Fungal growth for which it will be for a period of Eight(8) years from the commencement date.
- d) Where any claim arises during the warranty period, the period will not start after settlement of the claim.

4 Commencement and Duration | This Warranty shall only be applicable where

- a) Insta Care Damp Guard has been used on exterior masonry wall surface only.
- b) All elements of Surface Preparation prior to the application and application work have been in accordance with the instructions provided for Insta Care Damp Guard with regard to surface preparation and application as in the Product Information Sheet.
- c) The Customer has used the entire paint system recommended by the Company. Final coverage obtained should be between 55-60 sq.ft/ltr.

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6 Liability

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

- 1) In the first 12 months after Commencement Date----- 100% of replacement cost
- 2) From month 13 to month 24 after Commencement Date--- 80% of replacement cost
- 3) From month 25 to month 36 after Commencement Date--- 60% of replacement cost
- 4) From month 37 to month 48 after Commencement Date-- 50% of replacement cost
- 5) From month 49 to month 60 after Commencement Date-- 40% of replacement cost
- 6) From month 61 to month 84 after Commencement Date--- 30% of replacement cost
- 7) From month 85 to month 96 after Commencement Date--- 20% of replacement cost
- 8) From month 97 above ----- Not Applicable

b)The replacement cost shall be the cost of the paint Insta Care Damp Guard and labour only required to set right the area of paint failure only. At the time of the lodgment of claim. 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 wages rate. The Customer will be liable for the balance costs, which are not the Company's obligations, as indicated above.

c) The Company will not be liable for any indirect or consequential loss or damages the Customer. The Customer's exclusive and sole remedy under this Warranty shall be as mentioned herein this clause.

7 Exclusions

a)The Warranty will be void in the following events:

- 1)Intermittent dripping of water due to proximity of vegetation or air-condition units or any other sources of water leakage like plant pots
- 2)Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface
- 3)Growth of algae or fungus on surfaces other than masonry walls.

b) The Warranty will cover only manufacturing defects of Insta Care Damp Guard and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- 1)Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and see page within the building structure and continuous dampness of the surface, staining due to plant pots
- 2)Natural calamities such as earthquakes, cyclones
- 3)Failure or defects in the structure or previous coating
- 4)Vandalism
- 5)Acts of God
- 6)Abuse or negligence by the Customer
- 7)Causes other than defects in the Insta Care Damp Guard
- 8)Improper surface preparation
- 9)Surface with contaminants and not dry
- 10)Normal wear and tear
- 11)Any act or omission, including improper application method by the Contractor/Painter causing the Insta Care Damp Guard to be defective by any means

c) While the most durable and fade - resistant colour pigments are used in the manufacture of Insta Care Damp Guard, experience has proven, particularly in coastal areas that fading and chalking do occur with all paint products. Within normal limits this is not considered as an Insta Care Damp Guard's failure.

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8 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 Insta Care Damp Guard application process, in which the Insta Care Damp Guard is alleged to have failed and to perform any tests in respect thereof, and may do so either by 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 paint, Insta Care Damp Guard.
- c) The Company shall use its best endeavors to ensure that the paint required 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:
- 1) Control/monitor re-painting which is to be carried out in accordance with all its specification and instructions; and
 - 2) Appoint a contractor and / or approve the contractor by the Customer

9 Exclusions

- a) This Warranty disclaims any liabilities, contracts or otherwise including negligence and strict liability and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for Insta Care Damp Guard, 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 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 Bangalore.
- d) The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.