



**WARRANTY
BOOKLET**

instacare
DAMP  **CHAMP**
WATERPROOF- PRIMER • EXTERIOR



Instacare Damp Champ Waterproof Primer Exterior

Apollo Paints Pvt Ltd (referred to as "Company") offers Six (6) Years Warranty# from date of purchase, on the application system# for its product Instacare Damp Champ for application on exterior wall surfaces. The Instacare Damp Champ system# consists of usage of Apollo Paints Instacare Damp Champ (henceforth referred to as Instacare Damp Champ) as per the system of application mentioned in the product information sheet.

Warranty Criteria:

- 1 Minimum Purchase For the warranty to be valid: Minimum 60 Litres of Instacare Damp Champ Water Proof Primer Exterior should have been purchased and consumed on exterior vertical walls of a single building.
- 2 Entire exterior vertical walls need to be coated with the said product.
- 3 Warranty Needs to be registered within 45 days of purchase of the Apollo Paints Instacare Damp Champ Exterior.

EXTENT OF WARRANTY

- a When the total volume of the said system purchased exceeds 60 Ltrs and the usage on a particular site exceeds 60 Ltrs.
- b For sites where the quantity of the said system usage exceeds 200 Ltrs, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted, by the Company's representative.
- c Only the surface immediately underneath the terrace or the top floor of the building, as the case may be, shall be covered under this warranty. The warranty shall not cover the cases of water seepage from surfaces NOT covered with Instacare Damp Champ.
- d Under normal use and service, the roof or vertical walls of building which is not coated by Instacare Damp Champ should be free of water leakage or seepage.
- e 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 the Liability as indicated in the 'Liability' section.
- f Throughout this warranty the word "paint failure" shall mean any of the following occurring, subject to the other conditions laid down under this warranty:
 - Film integrity, flaking and peeling of the paint Instacare Damp Champ Exterior caused by one coat of paint coming off from another or the paint film coming off the substrate
 - The paint film shows blistering, splits, tears, cracks or shows evidence of excessive weathering due to defective material.
 - External water ingress through terraces, parapet walls and vertical exterior walls.
 - Growth of fungus and algae on wall surfaces* (at least spread over a minimum area of 2 sq.mt).

The Company does not give any warranty against dirt pick up on Instacare Damp Champ Exterior on horizontal or vertical area.

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 up to six (6) years for waterproofing# performance 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** Instacare Damp Champ Exterior system# has been used for vertical exterior masonry wall surfaces post recommended surface preparation.
- b** Instacare Damp Champ system# is applied at coverage rate specified in the product information sheet.
- c** Instacare Damp Champ is top coated with Apollo Paints exterior emulsion as per PIS of relevant topcoat.
- d** Entire vertical structure is painted with Instacare Damp Champ System (Damp Champ + Apollo Paints topcoat.)

LIABILITY

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

Within the first 12 months after commencement Date	100% of the replacement cost
From month 13 to month 24	80% of the replacement cost
From month 25 to month 36	60% of the replacement cost
From month 37 to month 48	40% of the replacement cost
From month 49 to month 60	30% of the replacement cost
From month 61 to month 72	20% of the replacement cost
From 73 rd month onwards	NA

- 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 paint Instacare Damp Champ only required to set right the area of paint failure only, at the time of the lodgement of claim. The Customer will be liable for the balance costs, which are not 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

Exclusions

The warranty shall be void in the following events

- a Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines.
- b Water ingress from bathroom, toilets, kitchen sinks or any area not treated with Instacare Damp Champ.

Water penetration due to capillary rise from the ground level,
- c including water leakage, seeping and continuous dampness of the surface.
- d Inadequate housekeeping of terrace or roof resulting into water logging.
- e Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
- f Warranty will be void in case of leakages through duct or other areas where Instacare Damp Champ is not applied due to inaccessibility of that area.
- g Warranty will be not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & recti-ed as per standard civil practices)

- h Exposure of Instacare Damp Champ to damaging substances such as chemicals, solvents or oils.
- i Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- j Puncturing of cured product film due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
- k Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- l 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.
- m Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.

The Warranty will cover only manufacturing defects of Instacare Damp Champ and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots
- Natural calamities such as earthquakes, cyclones
- Failure or defects in the structure or previous coating
- Vandalism
- Acts of God
- Abuse or negligence by the Customer
- Causes other than defects in Instacare Damp Champ
- Improper surface preparation
- Surface with contaminants and not dry
- Normal wear and tear
- Any act or omission on the part of the Contractor/Painter causing the Instacare Damp Champ system to be defective by any means.
- Weak/ debonded plaster surface, structural defects in the building
- Broken water sprout, old water pipe lines etc

Owner's responsibilities:

- a Owner should exercise normal housekeeping and after care post application of Instacare Damp Champ 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 Instacare Damp Champ 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 Instacare Damp Champ System. 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 Bangalore.
- d** The facts and all matters concerning any dispute will be kept confidential by both the customer and the company at all times.

WARRANTY INFORMATION

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

CUSTOMER DETAILS

Name

Contact Number

Site Address

Warranty Identification Number:

Dated:

(To be issued to the customer by helpline operator)

PRODUCT DETAILS

Product Name:

Quantity (Itrs)

DEALER DETAILS

Dealer Name

Address

Invoice No.

Invoice Date

CONTRACTOR DETAILS

Contractor Name

Mob. No

Apollo Paints Pvt Ltd.(referred to as 'Company') offers up to Six (6) Years Warranty*# from the date of purchase, on its product Instacare Damp Champ Exterior (referred to as Damp Champ). The Warranty is valid only on the Customer's registration with us. To register, please call on +91 08 2839 4211 and kindly do comply with the requisites laid under the 'How to Register your Warranty' section.



For more information on our products ranges & services,
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