



THE PRODUCT

The Walmasta® Glow or Walmasta® XP or Walmasta® (all of which separately shall be referred to as the topcoat) used together with WeatherCoat® Exterior Primer (the basecoat) is a superior painting system (hereinafter referred as the product) offered by Berger Paints India Limited (the company), which provides unparallel beauty to your walls with superior finish.



THE WARRANTY COVER

- The combination of Walmasta® Glow with WeatherCoat® Exterior Primer (1st combination) offers a 3 year sliding endurance warranty on paint failure (defined hereinafter) and 1 year anti-fungal warranty.
- The combination of Walmasta® XP with WeatherCoat® Exterior Primer (2nd combination) offers a 3 year sliding endurance warranty on paint failure (defined hereinafter) and 1 year anti-fungal warranty.
- The combination of Walmasta® with WeatherCoat® Exterior Primer (3rd combination) offers a 3 year sliding endurance warranty on paint failure (defined hereinafter) and 1 year anti-fungal warranty.



TERMS OF THIS WARRANTY

(a) This warranty shall be effective on and from the aforementioned Registration 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.

(f) The top coat will be Walmasta® Glow or Walmasta® XP or Walmasta® with WeatherCoat® Exterior Primer as the basecoat.



APPLICABILITY

This warranty is applicable only if,

(a) The topcoat and the basecoat have been applied on the 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 the basecoat is compulsory to avail this warranty.

(e) The topcoat and basecoat are applied at a coverage rate specified in the product data sheet.

(f) Cracks up to 3 mm on the surface are filled with Berger Paints Crackfill Paste as per the application instructions provided in the product data sheet.

(g) Water spouts are in accordance with the standard civil practices.

(h) Walls should be free from water leakage or seepage.

(i) No vertical surface, including but not limited to duct areas, is left uncoated due to inaccessibility.

(j) Surface preparation and the application of the product has been done as per the instructions provided in the product data sheet.

(k) 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 the 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.

> Water ingress through any part of the structure, where the product is applied/ not applied, but affecting the product, 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 company's liability will reduce over the warranty period according to the following scale::

For Three (3) Years

Duration from the effective date	Limit of replacement cost for any such re-application (%)
In the first 12 months from the commencement date	80
From 13 th - 24 th month from the commencement date	50
From 25 th - 36 th month from the commencement date	20

(e) The liability of the company under this warranty is limited only to:

- Paint failure and anti-fungal properties for all the 3 combinations.

(f) Any extra cost which is borne by the customer, the company shall be not liable and held responsible for the same. The company shall not be liable in case of any defects arising out of workmanship.

(g) This warranty on the product is the sole and exclusive warranty given by the company.

(h) Save and 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 not protected with the product.

(c) 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.

(d) Fungal or fungal growth on surface other than masonry walls.

(e) Defects in the design of the building including the roof.

(f) In case of any change in the building or the structure post painting.

(g) Failure or damage caused by the previous coating, if any.

(h) Structural defects including cracks up to 3 mm not cured with Berger Paints Crackfill Paste.

(i) Improper surface preparation such as presence of contaminants or moisture.

(j) Exposure of the product to damaging substances including but not limited to solvents, chemicals including acids and strong alkali or oils.

(k) Mechanical damage or damage of film due to high abrasion of the surface with sharp objects.

(l) Damages resulting from leakages arising out of additional installation not consistent with the basecoat.

(m) Water leakage/seepage from external or internal drain pipes present on the structure.

(n) Failure of the underlying plaster or putty coat or any other coat which in turn causes the failure of the product.

(o) Causes other than defects in the product.

(p) 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, cyclone s, floods, torrential rain.
- Normal wear and tear.
- Abuse or negligence by the customer.
- Failure due to reasons solely attributable to the contractor/painter.



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 b y 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 jurisd iction of courts at Kolkata.
- All parties at all time will keep all matters and facts concern ing any dispute, confidential.
- The section headings in this warranty are for convenience of interpretation only and do not have any legal or contractual effect.