



THE PRODUCT

Easy Clean Fresh (the “Product”) is a washable luxury interior wall paint, which provides rich sheen, unmatched washability and fresh fragrance.



APPLICABILITY OF WARRANTY

i. This warranty shall be applicable only when the customer has used the following surface conditions and painting system, recommended by the Company:

• **Basic wall condition:**

Smooth wall, without loose flakes, dirt and mould growth and without any visible patches & moisture marks

• **Acceptable wall moisture level:**

Up to 12% free of visible water patches or dampness

• **Recommended Painting system:**

Steps –

1. Sanding of the surface
 2. Application of Bison Putty (2 coats)
 3. Sanding of surface + wipe clean
 4. Application of Silk Base coat / Dampstop Duo (1 coat) as per recommended dilution
 5. Application of Silk Acrylic Putty / Happy Wall Putty as required
 6. Sanding of putty surface to get defect free wall
 7. Application of Silk Base Coat / Dampstop Duo at recommended dilution
 8. Easy Clean Fresh 2 coats at recommended dilution.
- ii. The volume of the Product purchased and used at a particular site is at least 4 litres, along with purchase and use of requisite volume of undercoats as required to be applied as per recommended painting system.
- iii. The Product is used on interior masonry wall surfaces only.
- iv. The coverage rate of the Product should be between 130-140 sq. ft./ltr for two coats of application.
- v. 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 Product purchased and used at a particular site exceeds 20 litres.
- vi. Walls should be free from water leakage or seepage.



COMMENCEMENT AND DURATION

- i. This warranty shall be effective on and from the 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 and provided that the painting work is fully complete (“Effective date/Commencement Date”).
- ii. The company, if deemed necessary, may appoint a representative to inspect and monitor the application of the Product.
- iii. The warranty shall be for period as mentioned in Clause 3 (Warranty Liability) of this statement.
- iv. Where any claim arises during the warranty period, the period will not start afresh after settlement of claim.



WARRANTY LIABILITY

i. This warranty only provides for replacement cost of paint (“replacement cost”) as per the reducing scale provided hereinafter, solely for re-application purposes, in order to set right the affected areas. The Company shall at its own discretion decide on providing replacement of the Product or providing replacement cost of the Product in terms of the reducing scale provided hereinafter.

ii. Under this warranty paint failure shall mean, subject to the terms set out herein:

a. **flaking or peeling-off** of the Product caused by one coat of the Product coming off from the other or from the substrate for a minimum continuous application area of 20 sqft.

b.**chalking**: chalking is an instance where the paint comes out on the hand by mild rubbing without application of extra pressure for a minimum area of 20 sqft.

c.**shade fading**: this refers to the cases where one can observe change in shade over a continuous area of at least 20 sqft arising out of paint quality only. The nature of fading will be uneven over the affected area.

Note – Area under prolonged exposure of sunlight will not be considered for warranty.

d.**fungal growth**: Fungal growth is an instance where fungus appears on a continuous painted surface covering a minimum area of 20 sq. ft.

iii. The company’s liability will reduce over the warranty period according to the following scale in case of paint failure during the duration of the warranty as envisaged herein:

	Warranty Parameters	
	Flaking/ Peeling/ Shade Fading/ Chalking (7 years warranty)	Fungal growth (4 years warranty)
Duration from the effective date	Limit of replacement cost for any re-application (%)	Limit of replacement cost for any re-application (%)
In the first 12 months from the Commencement Date	<u>100%</u>	<u>100%</u>
From 13 th – 24 th month from the Commencement Date	<u>90%</u>	<u>75%</u>
From 25 th – 36 th month from the Commencement Date	<u>75%</u>	<u>50%</u>
From 37 th – 48 th month from the Commencement Date	<u>60%</u>	<u>30%</u>
From 49 th – 60 th month from the Commencement Date	<u>45%</u>	<u>NA</u>
From 61 st – 72 nd month from the Commencement Date	<u>30%</u>	<u>NA</u>
From 73 rd – 84 th month from the Commencement Date	<u>20%</u>	<u>NA</u>

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

v. This warranty on the product is the sole and exclusive warranty given by the Company.

vi. Save and except the warranty set out herein, there are no other warranties whether express or implied under law.



WARRANTY EXCLUSIONS

The warranty will cover only manufacturing defects of the Product and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- i. surfaces not coated with the Product
- ii. Paint failure due to structural defects and damage of film
- iii. High alkalinity, water leakage and seepage within the building structure and continuous dampness of the surface.
- iv. Water leakage or seepage in the walls through exterior sources such as broken water pipes, damaged concealed lines, water leakage from toilets and kitchens due to faulty or rusted pipelines, damage in concrete or brickwork, water leakage, seepage and continuous dampness from water penetration due to capillary rise from the ground level, etc.
- v. The Product is applied on a surface, which is contaminated, improper painting system followed or inadequate curing time for the paint film to dry.
- vi. usage of improper shades or incorrect bases for tinting colours.
- vii. Exposure of the Product to damaging substances including but not limited to solvents, chemicals including acids and strong alkali or oils.
- viii. Mechanical damage or damage of film due to high abrasion of the surface with sharp objects.
- viii. Damages resulting from leakages arising out of additional installation not consistent with the painting system.
- ix. water leakage/seepage from external or internal drainpipes present on the structure.
- x. Failure of the underlying plaster or putty coat or any other coat which in turn causes the failure of the Product.
- xi. Causes other than defects in the Product.
- xii. For reasons not under the control of the Company:

- Failure or defects in the structure or previous coating
- Vandalism
- Acts of God including but not limited to earthquakes, cyclones, floods, torrential rain
- Normal wear and tear
- Abuse or negligence by the customer
- Failure due to reasons solely attributable to the contractor/painter



CLAIMS

i. 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.

ii. 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.

iii. The customer shall also retain the original invoice(s) raised by the dealer(s)/contractor(s).

iv. Prior to such inspection, the customer shall not have the right to carry out any repair or remove any part of the paint.

v. 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

- i. This warranty is non-assignable and non-transferable.
- ii. In case of any dispute, the same is subject to exclusive jurisdiction of courts at Kolkata.
- iii. All parties at all times will keep all matters and facts concerning any dispute, confidential.
- iv. The section headings in this warranty are for convenience of interpretation and do not have any legal or contractual effect.