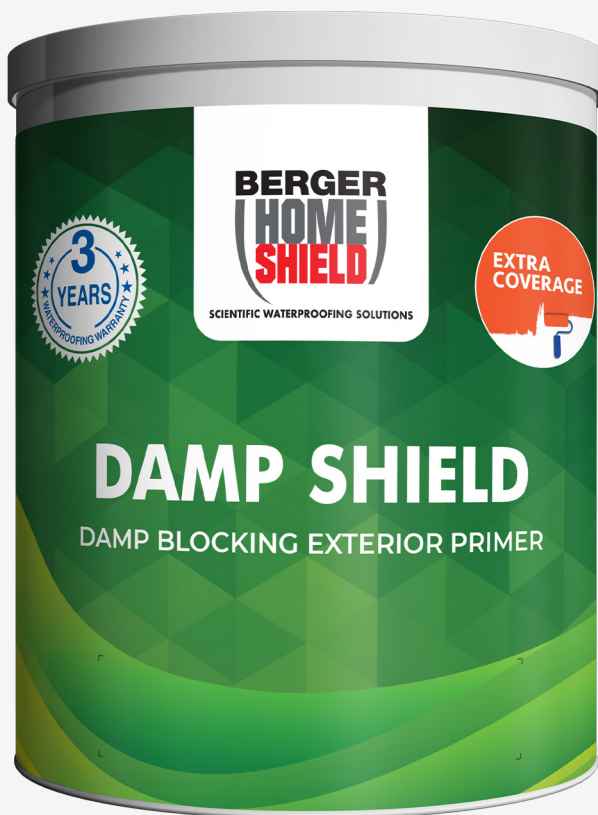




## Warranty Certificate



Registration Number:

Product Name:

HS DAMP SHIELD

Product Quantity:

Purchase Date:

Job Completion Date:

Registration Date:

Contractor Name:

Contractor Phone No:

Dealer Name:

Dealer Phone No:

Customer Name:

Customer Phone No:

Customer Email:

Customer Address:

Customer Site Address:

Warranty Document No.



## DAMP SHIELD WARRANTY

Berger Paints India Limited (referred to as "the Company") offers THREE(3) years warranty on its waterproofing product DAMP SHIELD (the "Product"), solely for its application on exterior vertical surface (plastered, cementitious or Puttied surface) as undercoat following recommended system specification.



## EXTENT AND APPLICABILITY OF WARRANTY

- a) The Warranty shall apply only:
1. If the total volume of DAMP SHIELD purchased and used in a particular site exceeds 60 litres.
  2. DAMP SHIELD to be used only as undercoat on vertical exterior surface following recommended system application.
  3. After application of DAMP SHIELD, suitable Lewis Berger/Berger Paints top coat (WeatherCoat Long Life 10 / WeatherCoat Long Flexo/WeatherCoat Long Life 7 / WeatherCoat Anti Dustt / WeatherCoat Champ / WeatherCoat Glow) (henceforth referred to as "Top Coat") to be applied following suggested application process. Life of Top Coat should be more than 3 years as per the Company's warranty policy.
  4. For individual site, where the consumption exceeds 100 litres, the warranty shall be applicable subject to a satisfactory pre-inspection of the exterior vertical surface to be coated with DAMP SHIELD by the authorized representative of the Company.
  5. The entire vertical surface along with the parapet walls shall be required to be coated, as per the procedure recommended by the Company.
  6. It is specifically agreed that only the surface that has been coated with DAMP SHIELD shall be covered under this warranty. The warranty shall not cover problems or issues caused due to moisture/water seepage from surfaces not coated with DAMP SHIELD.
  7. Request for registration of the warranty has to be made by the customer to the Company or to the Company's authorized dealer within seven (7) days from the date of material purchase. The original copy of the invoice(s) has to be retained by the customer and to be produced to the representative of the Company on demand. DAMP SHIELD has to be purchased directly from the Company.
  8. The Company's authorized representative will visit the customer's site for an inspection within reasonable time from the registration date.
  9. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.
  10. Liability of the Company under this Warranty is limited only to Coating Failure. The Company shall not be liable in case of any defects arising out of workmanship.
  11. Any extra cost shall be borne by the customer and the Company shall in no way be liable and held responsible for the same.
- b) In accordance with Liability as indicated in clause no. 3, the Company's liability will be limited to providing replacement of DAMP SHIELD for re-application of coating, as may be necessary and deemed fit by the Company to set right the Coating Failure in the affected areas only.
- c) The words "Coating Failure" shall mean any of the following occurring, subject to the other conditions of this Warranty:-
1. Failure of Exterior Positive Waterproofing caused due to water ingress through the coatings on the surface.
  2. Film integrity, flaking and peeling of DAMP SHIELD, caused by one coat of DAMP SHIELD coming off from another or DAMP SHIELD film coming off from the substrate, due to failure in Exterior positive side waterproofing.
  3. Coating Failure does not mean flaking and peeling of DAMP SHIELD, caused by one coat of DAMP SHIELD coming off from another or DAMP SHIELD film coming off from the substrate, because of water ingress or moisture source or seepage through surfaces due to leakage or cracks or pipe leakage etc.



## WARRANTY REGISTRATION

- a) For sites where the consumption exceeds 100 litres, the Company's authorized representative will inspect the surface to be coated and only if the inspection is satisfactory will hand over the DAMP SHIELD application check list. In case the pre-inspection is found to be unsatisfactory, corrective measures will be suggested and thereafter an inspection may be carried out by the Company's representative to validate.
- b) Customer must ensure that the contractor carries out application as per Product data sheet and application checklist.
- c) Post completion of the application of DAMP SHIELD, the customer has to submit the aforementioned informations to the Company.
- d) For sites where the consumption of the product exceeds 100 litres, the warranty certificate will be issued only after satisfactory inspection and validation of the completed site by authorized representative of the Company. The customer understands and agrees that such inspection and validation does not imply approval by the Company of the method of application or compliance with the conditions of warranty but is merely a validation of proper purchase entitling the customer to the warranty in accordance with the terms and conditions of this warranty certificate.
- e) The customer shall attach stamped receipt of all purchases of the Product to the warranty certificate and retain the same during tenure of the warranty.



## COMMENCEMENT AND DURATION

- a) This Warranty shall commence from the date of purchase ("Commencement Date") of the Product and it has to be consumed within 90 days from the date of purchase.
- b) The Company at its sole discretion may appoint a person to inspect and validate the application process of the DAMP SHIELD as per the directions specified.
- c) The Warranty shall be for a period of THREE (3) years from the Commencement Date on all performance parameters.
- d) It is hereby agreed that where any claim arises during the warranty period, the period will continue only from the original date of purchase and the Commencement Date of warranty shall always be the original date of purchase even after settlement of any claim(s).

Notwithstanding anything contrary mentioned herein, this warranty is the customer's sole remedy and no other express or implied warranty is provided or shall be applicable.

This liability of the Company shall be strictly limited to the above mentioned obligations and is expressly provided that the Company shall not be liable for any indirect or consequential or incidental damages or any loss of income, profits or contracts whether caused by breach of contract, negligence, tort or otherwise.

The Customer understands and agrees that the Company's maximum liability under this warranty shall be the remedy as provided in clause no. 3. It is clarified that no representative of the Company or any other person has any authority whatsoever to assume for the Company any other liability or responsibility in this respect.



## APPLICATION

This Warranty shall only be applicable where:

- a) DAMP SHIELD has been used on vertical exterior masonry wall surfaces only and that the entire surface including the parapet walls are coated.
- b) All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for DAMP SHIELD with regard to surface preparation and application procedure as recommended by the Company in the Product Data Sheet.
- c) Final coverage achieved after completion of the application of DAMP SHIELD, in accordance with the specified process, will be within 100 sq. ft. /Litre / Coat.



## LIABILITY

- a) The Warranty only provides for replacement cost of the Product as per the reducing scale provided hereinafter, solely for re-application purposes, in order to make good the affected areas.
1. In the first 12 months after Commencement Date - 100% of replacement cost;
  2. After month 12 to month 24 after Commencement Date - 50% of replacement cost;
  3. After month 24 to month 36 after Commencement Date - 20% of replacement cost;

- b) The Company's Liability shall be limited to the cost of the Product i.e., DAMP SHIELD only.

- c) The Company will not be liable for any other indirect or consequential loss or damage to the customer or to any other person. The customer's exclusive and sole remedy under this Warranty shall be as stated herein in this clause.



## EXCLUSIONS

The Warranty shall not be valid in the following cases:

- a) The vertical surfaces are not coated with the DAMP SHIELD.
- b) Water ingress through exterior vertical surfaces on any part of the structure not protected with DAMP SHIELD.
- 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) Water logging due to inadequate housekeeping of terrace or roof.
- g) In case of any change in the building or the structure post painting.
- h) Failure or damage caused by the previous coating, if any.
- i) Structural defects including cracks up to 3 mm not cured with Home Shield Crackfill Paste and larger cracks not cured with Home Shield Advance Latex Plus.
- j) Improper surface preparation such as presence of contaminants or moisture.
- k) Exposure of the painting system to damaging substances including but not limited to solvents, chemicals including acids and strong alkali or oils.
- l) Mechanical damage or damage of film due to high abrasion of the surface with sharp objects.
- m) Damages resulting from leakages arising out of additional installation not consistent with the DAMP SHIELD.
- n) Water leakage/seepage from external or internal drain pipes present on the structure.
- o) Failure of the underlying plaster or putty coat or any other coat which in turn causes the failure of DAMP SHIELD.
- p) Application of low quality Top Coat on top of DAMP SHIELD. Any Top Coat used over DAMP SHIELD, must have minimum 3 years life warranty from BERGER PAINTS INDIA Ltd.
- q) DAMP SHIELD is not consumed within 90 days from the date of purchase.
- r) Causes other than defects in the painting system.
- s) 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, 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 AND REPAIRS

- a. Any claim made in terms of this Warranty shall be made within 30 days of the customer discovering any defect, damage or failure which gives rise to a claim.
- b. The customer shall forthwith notify the Company of the claim providing full details thereof, and shall set out the basis on which it prima facie believes that the Company is liable in terms of this Warranty.
- c. The Company reserves the right to carry out a detailed inspection of DAMP SHIELD application process, in which DAMP SHIELD is alleged to have supposedly failed and to perform any tests in respect thereof, and may do so either by itself or by means of any expert nominated or appointed by it. Prior to such inspection or testing, the customer shall not be entitled to perform any repairs to or remove or tamper with any part of the DAMP SHIELD system.
- d. The Company, in its sole discretion shall be entitled to:
1. Control/monitor re-coating. The re-coating to be carried out in accordance with the recommendations and instructions provided by the Company; and
  2. Appoint a contractor and/ or approve the contractor appointed by the Customer.
- e. Where any claim during the period of this Warranty, the period will not start afresh after settlement of the claim.



## MISCELLANEOUS

- a. This Warranty disclaims any liabilities, in contracts, tort or otherwise including negligence and strict liability. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- b. This Warranty is non-assignable and non-transferable.
- c. In case of any dispute, the same is subject to exclusive Jurisdiction of the courts at Kolkata.
- d. All parties at all time will keep all matters and facts concerning any dispute, confidential.
- e. The section headings in this Warranty are for convenience of interpretation only and do not have any legal or contractual effect.



## INSPECTION CHECKLIST FOR DAMP SHIELD

### AND WORK PROCEDURE

Areas of application: Cementitious / plastered / puttied exterior vertical surfaces.

The system defined by this pre inspection check list/ report is indicative only for roof waterproofing and should not be used as a substitute for proper structural check of building, repair construction or maintenance.



## PRE-APPLICATION CHECKLIST: DO'S AND DON'TS

- The wall should be in pure dry condition before the application of DAMP SHIELD. Newly plastered/puttied/cementitious surface must be cured properly before the application of DAMP SHIELD. Cementitious substrates to be well cured at least for 6-8 weeks.
- Ensure that the drainage outlets are at a proper level and correctly installed. Also ensure that there are sufficient numbers of drainage outlets based on the area.
- Check soundness of plaster. Ensure loose portions have been removed and have been redone with Home Shield Advance Latex Plus polymer modified mortar.
- Carry out proper surface preparation - like widening the cracks with 'V' groove, cleaning thoroughly with clean water and application of Home Shield Crackfill Paste for cracks up to 3 mm, and usage of Home Shield Advance Latex Plus polymer modified mortar for larger cracks.
- If severe damages are observed to the soffits, then it is recommended that an inspection is carried out by a competent Structural Consultant.
- All loose dust, dirt, grease, moss, fungus etc. has been removed mechanically from the surface, cleaned and is ready for application of DAMP SHIELD.
- All sharp edges, stones protrusions have been mechanically ground to level the surface to prevent DAMP SHIELD from getting damaged.
- Plan for proper manpower arrangement.
- Ensure for sufficient quantity of safety gear like safety belts, helmets etc.
- Prepare a schedule of the work with bar chart, for the entire job.
- Assess the quantity of all materials required for the job and check its availability.



## DURING APPLICATION CHECKLIST

- Note batch nos. and manufacturing dates of all materials received at site.
- Ensure that the Surface has been checked to be in a dry condition. (Surface should not be moist or wet).
- Application temperature has been checked to be between 3 deg. and 33 deg. centigrade.
- Apply 1st coat of DAMP SHIELD with maximum 33% dilution with water.
- DAMP SHIELD to be applied with brush or spray gun. To check that there is no void surface left untreated / uncoated. Allow the first coat to dry for 6-8 hours.
- Apply suitable Top Coat (having minimum 3 years life warranty. Minimum one coat of the Top Coat to be applied following recommended application process and to check that there is no void surface left untreated / uncoated.
- Wash all application tools and hands etc., immediately with water after use.
- All corners, gaps, joints, protrusions & outlets to be coated with two extra coats of DAMP SHIELD, before Top Coat application.
- During application of DAMP SHIELD and Top Coat, proper curing is must. Sudden rainfall or water flow on the newly coated surface will cause failure to the painting system and in that case warranty shall not be applicable.



## POST APPLICATION CHECKLIST

- Stir contents well before use.
- Do not apply on very smooth surfaces, metal surfaces, plastic surfaces, enamel coated surfaces and old surfaces where chance of adhesion failure is there. INSPECTION Checklist for DAMP SHIELD and Work Procedure Areas of application: Cementitious / plastered / puttied exterior vertical surfaces. The system defined by this pre inspection check list/ report is indicative only for roof waterproofing and should not be used as a substitute for proper structural check of building, repair construction or maintenance
- Avoid coating on damp substrates.
- The coverage may vary according to the nature and texture of substrate.
- Ensure proper coverage of material by conducting a trial prior to execution of work to derive coverage for estimating the material consumption.
- No new erection, fabrication, extension, dismantling should be done after DAMP SHIELD is applied.

**All the above mentioned parameters are to be checked and verified for the pre- application, during application and post application work carried.**

**Also follow and adhere the precautionary measures as mentioned in the list by the manufacturer.**

Name & Signature of the inspecting authority:

Date:

Name & signature of Project Engineer / Customer / Builder / Owner:

Date: