



## Warranty Certificate



**Registration Number:**

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**Product Name:** Luxol Satin Enamel

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**Product Quantity:**

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**Purchase Date:**

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**Job Completion Date:**

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**Registration Date:**

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**Contractor Name:**

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**Contractor Phone No:**

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**Dealer Name:**

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**Dealer Phone No:**

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**Customer Name:**

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**Customer Phone No:**

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**Customer Email:**

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**Customer Address:**

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**Customer Site Address:**

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## THE PRODUCT

This warranty document covers Luxol Satin Enamel range offered by Berger Paints India Limited (the “Company”) on mild steel surface.



## THE WARRANTY COVER

Luxol Satin Enamel warranty cover for paints performance (in terms of anti- corrosion and adhesion failure properties) as under: -

Top Coat	Primer	No. of Primer Coats	No. of Top Coats	Anti- corrosion Protection (years)	Adhesion Failure (years)
Luxol Satin Enamel	Butterfly AC Metal Primer Red Oxide	2	2	2	2
	BP Zinc Yellow Primer	2	2	2	2
	Luxol QD 1K Epoxy Primer	2	2	3	3

**Note:** To cover any undulation, Luxol Knifing putty can be used between the primer coats



## TERMS OF THIS WARRANTY

- (a) 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. 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 hereinafter
- (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 mild steel surface only
- (f) The topcoat and primer should be used as per the “Warranty Cover” section mentioned hereinbefore.



## APPLICABILITY

- (a) The topcoat and the primer have been applied on the entire surface in the manner prescribed by the Company in the product data sheet and product container
- (b) The volume of the topcoat and primer purchased at a particular site should be minimum 20 litres, respectively.
- (c) In any painting site, 2 coats of the top coat and 2 coats of primer are compulsory to avail this warranty
- (d) Surface preparation and the application of the product has been done as per the instructions provided in the product data sheet and product container
- (e) The top coat and primer coat are applied at a recommended DFT specified in the product data sheet
- (f) Proper drying condition and recoating period has to be followed as per the instructions provided in the product data sheet and product container
- (g) A site visit for pre-inspection of the surface is required by the Company's representative where volume of the topcoat and primer purchased at a particular site exceeds 100 litres , respectively.



## **WARRANTY LIABILITY**

- (a) The warranty only provides for replacement cost of paint as per the reducing scale provided hereunder, solely for re-application purposes, in order to rectify the affected areas
- (b) Under this warranty, paint failure shall mean subject to the terms set out herein:
  - > Film integrity, flaking and peeling of the topcoat caused after applying the same as per the recommended application procedure and after maintaining the atmospheric condition
  - > Rusting or rust spots observed after application of top coat
  - > Warranty shall be applicable only if the rusted area is more than 10% of the total single surface area. The percentage of rust will be determined by the representative of the Company. Areas effected by rust/adhesion failure will be identified by rust/adhesion failure streaks, blisters caused by rust/adhesion failure, flaking caused by rust/adhesion failure or any other symptom as deemed by the Company
  - > The warranty shall be valid only on regular decorative surfaces like grills, doors, collapsible gates etc. Other surfaces like pipes and tank will not be covered under this warranty.

> Warranty will not be applicable where regular wear and tear or physical damage is associated.

> The warranty will not cover areas like locks, handles etc. which are prone to normal wear and tear due to regular movement

(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 scales:

For 3 years warranty (Rust protection and Adhesion Failure):

<b>Duration from the effective date</b>	<b>Limit of replacement cost for any such re-application (%)</b>
First 9 months	100
From 10 <sup>th</sup> - 18 <sup>th</sup> month from the commencement date	75
From 19 <sup>th</sup> - 27 <sup>th</sup> month from the commencement date	50
From 28 <sup>th</sup> - 36 <sup>th</sup> month from the commencement date	25
After 36 months from the commencement date	0

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

1. Paint failure and failure in the anti-corrosion properties in composite system.
2. The replacement cost shall be the cost of the paint only required to set right the affected area of paint failure.
3. 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
4. This warranty on the product is the sole and exclusive warranty given by the Company
5. 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) Water ingress through exterior vertical surfaces on any part of the structure
- (b) Microbial growth on surface
- (c) Defects in the design of the surface
- (d) In case of any change in the structure post painting
- (e) Failure or damage caused by the previous coating, if any
- (f) Structural defects including cracks up to 3 mm not cured with Berger Luxol Kniffing Putty
- (g) Improper surface preparation such as presence of contaminants or oil or grease
- (h) Exposure of the product to damaging substances including strong solvents, chemicals including acids and strong alkali or oils
- (i) Mechanical damage or damage of film due to high abrasion of the surface with sharp object
- (j) Causes other than defects in the product
- (k) 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

- Any claim made under the terms and conditions of this warranty shall be made within 15 days of 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 by 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 jurisdiction of courts at Kolkata.
- All parties at all time will keep all matters and facts concerning any dispute, confidential.
- The section headings in this warranty are for convenience of interpretation only and do not have any legal or contractual effect.