Warranty Certificate



Registration Number:

Product Name: HomeShield ROOF KOOL AND SEAL PU

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.

ROOF KOOL AND SEAL PU WARRANTY

Berger Paints India Limited (referred to as "the Company") offers fifteen (15) years warranty on its waterproofing product ROOF KOOL AND SEAL PU (the “Product”), solely for its application on horizontal roof surfaces, subject to the terms and conditions mentioned herein and the application having been made following recommended system specification.

EXTENT AND APPLICABILITY OF WARRANTY

a) The Warranty shall apply only:

1. If the total volume of ROOF KOOL AND SEAL PU purchased and used in a particular site exceeds 60 litres.
2. For individual site, where the consumption exceeds 60 litres, the warranty shall be applicable subject to a satisfactory pre-inspection of the exterior surface to be coated with ROOF KOOL AND SEAL PU by the authorized representative of the Company.
3. The entire roof surface along with the parapet walls shall be required to be coated, as per the procedure recommended by the Company.
4. It is specifically agreed that only the surface that has been coated with ROOF KOOL AND SEAL PU 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 ROOF KOOL AND SEAL PU.
5. 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. ROOF KOOL AND SEAL PU has to be purchased either directly from the Company or from its authorized dealers.
6. The Company’s authorized representative will visit the customer’s site for an inspection within reasonable time from the registration date.
7. Where any claim arises during the warranty period, the period will not afresh after settlement of the claim.
8. 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.
9. 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 foregoing Clause No. 5, the Company’s liability will be limited to providing replacement of ROOF KOOL AND SEAL PU for re-application 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:-

1. Failure of Waterproofing caused due to water ingress through the coatings on the surface of the roof.
2. Film integrity, flaking and peeling of ROOF KOOL AND SEAL PU, caused by one coat of ROOF KOOL AND SEAL PU coming off from another or ROOF KOOL AND SEAL PU film coming off from the substrate.
3. Coating Failure does not mean flaking and peeling of ROOF KOOL AND SEAL PU, caused by one coat of ROOF KOOL AND SEAL PU coming off from another or ROOF KOOL AND SEAL PU film coming off from the substrate, because of water ingress or moisture source or seepage through surfaces due to leakages or cracks or pipe leakages 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 ROOF KOOL AND SEAL PU 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.

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 ROOF KOOL AND SEAL PU, 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 applied 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 ROOF KOOL AND SEAL PU as per the directions specified.

c) The Warranty shall be for a period of fifteen (15) years from the Commencement Date on all performance parameters. The liability shall be on a sliding scale in terms of Clause 5 herein.

d) It is hereby agreed that if 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 abovementioned 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 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 the foregoing Clause No. 5. 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) ROOF KOOL AND SEAL PU has been used on roof surfaces only and that the entire roof including the parapet walls are coated till a height of 1foot below the terrace-parapet joint in the outer wall/ exterior wall.

b) All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for ROOF KOOL AND SEAL PU with regard to surface preparation and application procedure as recommended in the Product Data Sheet.

c) Final coverage achieved after completion of the application of ROOF KOOL AND SEAL PU, in accordance with the specified process, will be within14 sq. ft./Litre / 3 Coats

LIABILITY

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

1. In the first 12 months after Commencement Date - 100% of replacement cost;
2. After month 12 to month 24 after Commencement Date - 90% of replacement cost;
3. After month 24 to month 36 after Commencement Date - 80% of replacement cost;
4. After month 36 to month 48 after Commencement Date - 70% of replacement cost;
5. After month 48 to month 60 after Commencement Date - 60% of replacement cost;
6. After month 60 to month 72 after Commencement Date - 50% of replacement cost;
7. After month 72 to month 84 after Commencement Date - 45% of replacement cost;

8. After month 84 to month 96 after Commencement Date - 40% of replacement cost;
9. After month 96 to month 108 after Commencement Date - 35% of replacement cost;
10. After month108 to month120 after Commencement Date - 30% of replacement cost;
11. After month120 to month132 after Commencement Date - 25% of replacement cost;
12. After month132 to month144 after Commencement Date - 20% of replacement cost;
13. After month144 to month156 after Commencement Date - 15% of replacement cost;
14. After month156 to month168 after Commencement Date - 10% of replacement cost;
15. After month168 to month180 after Commencement Date - 5% of replacement cost;

b) The Company's Liability shall be limited to the cost of the Product (ROOF KOOL AND SEAL PU) 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 applicable and shall be void in the following events:

a) Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like potted plants, plants, plumbing lines, broken water spout, or water flow from overhead tank etc.

b) Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.

c) Water ingress from areas not coated with ROOF KOOL AND SEAL PU.

d) Water logging due to inadequate housekeeping of terrace or roof.

e) failure or damage caused by the previous coating, if any.

f) improper surface preparation such as presence of contaminants or moisture.

g) Exposure of the painting system to damaging substances including but not limited to solvents, chemical including acids and strong alkali or oils.

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

i) Inadequate maintenance of the roof leading to water logging.

j) Growth of algae or fungus on surfaces other than masonry walls.

k) Defects in the design of the building or roof design, including inadequate sloping, sub-optimal number of drainages, settlement, movement or other structural defects.

l) Exposure of the applied coating to damaging substances such as chemicals, solvents or oils.

m) Building or structural changes carried out after the coating has been applied.

n) Leaks or damages due to any additional installations on the coated surface or usage on the surface of pre-installed elements that is not consistent with recommended application.

o) ROOF KOOL AND SEAL PU is not applied within 90 days from the date of purchase.

p) Causes other defects in the product.

q) The warranty will cover only manufacturing defects of ROOF KOOL AND SEAL PU. The warranty will not cover any defects arising out of factors which are beyond the reasonable control of the Company, including but not limited to:

- Coating failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage in the building structure and continuous dampness of the surface, staining due to plant pots, efflorescence, water-logging / stagnant water;
- Natural calamities such as earthquakes, cyclones and flooding;
- Failure or defects in the structure or previous coating, or any repair work undertaken;
- Vandalism, accidents and fire;
- Acts of God;
- Abuse or negligence by the Customer;
- Causes other than defects in ROOF KOOL AND SEAL PU;
- Improper surface preparation;
- Surface with contaminants;
- Normal wear and tear;
- Wilfully inflicted damage; and
- Any act or omission by the Painter/ Contractor/ Applicator that caused the ROOF KOOL AND SEAL PU system to be defective

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 ROOF KOOL AND SEAL PU application process, in which ROOF KOOL AND SEAL PU 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 ROOF KOOL AND SEAL PU system.

d. The Company shall use its best endeavour to ensure that ROOF KOOL AND SEAL PU required for repairs is available as soon as possible at the site where the repairs are to be carried out, but does not assume liability for any delay caused in this respect.

e. The Company, in its sole discretion shall be entitled to:

1. Control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions; and

2. Appoint a contractor and/ or approve the contractor appointed by the Customer.

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. In case of any dispute, the same is subject to exclusive Jurisdiction of the courts at Kolkata.

c. This warranty is non-assignable and non-transferable.

d. All parties at all times at all times shall keep all matters and facts concerning any dispute, confidential.

INSPECTION CHECKLIST FOR DAMP SHIELD AND WORK PROCE DURE

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 concrete slab and all cementitious substrates to be well cured at least for 6–8 weeks.
- Ensure minimum slope of the roof slab is verified to be 1 in 100 or 1 in 80.
- 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 of the roof.
- 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 thor- oughly 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 roof, cleaned and is ready for application of Home Shield Advance Latex Plus with 1:4:7 Ratio as Primer Coat.
- Water outlet joints treatment to be done using Home Shield Advance Latex Plus polymer modified mortar
- All the corners & joints of the terrace to be made round; in case existing surface is screed, then triangular fillet has to be made before application of ROOF KOOL AND SEAL PU.
- All sharp edges, stones protrusions have been mechanically grounded to level the surface to prevent ROOF KOOL AND SEAL PU from getting damaged.
- Plan for proper manpower arrangement.
- Ensure 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 surface saturated dry condition. (Surface is moist but not wet. To check and feel the surface with your palm, surface should be moist but with no free water).
- Application temperature has been checked to be between 5 deg. and 35 deg. centigrade.•
  Apply one coat of HS Advance Latex Plus with 1:4:7 ratio as primer.
- Allow the coat of primer to dry for 3-4 hours.
- Apply 1st coat of ROOF KOOL AND SEAL PU.
- ROOF KOOL AND SEAL PU to be diluted @50% with water, and to be applied with brush in one direction only as shown in Fig 1. Check to see no void surface is left untreated / uncoated. Allow the first coat to dry for 6-8 hours.
- Apply second coat of undiluted ROOF KOOL AND SEAL PU. Application direction of second coat should be perpendicular to that of the first coat. Check to see no void surface is left uncoated with second coat. Allow second coat to dry for 6-8 hours.
- Immediately after 2nd cost application, lay BERGER HOME SHIELD GEOTEX fleece of 20 GSM on the wet surface.
- Apply third coat of undiluted ROOF KOOL AND SEAL PU at an application direction that is perpendicular to that of the second coat. Check to see no void surface is left untreated / uncoated. All coats should be applied in direction perpendicular to each other.
- 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.

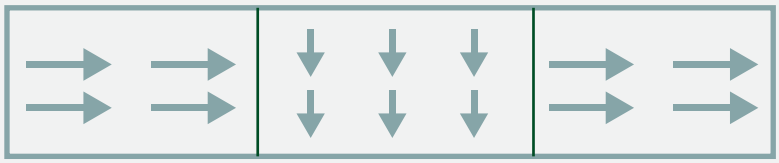


Fig. 1 Direction of Application of the 3 coats of ROOF KOOL AND SEAL PU

POST APPLICATION CHECKLIST

- Do not use the terrace / roof after application of three coats of ROOF KOOL AND SEAL PU till it is air cured for 7 days.
- Protect the ROOF KOOL AND SEAL PU coating with a polythene / tarpaulin sheet if it is expected to rain within 72 hours after application of the third coat.

Precautions and Limitations

- Stir contents well before use.
- Do not apply on very smooth and putty applied surfaces.
- 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 guesstimating the material consumption.
- Note all details (Batch No. / Date etc.) of the material received to be retained for further references.
- Do not allow any heavy instruments to be dragged on ROOF KOOL AND SEAL PU applied surface; no new erection, fabrication, extension, dismantling should be done after ROOF KOOL AND SEAL PU is applied.
- Do not use terrace/ roof applied with ROOF KOOL AND SEAL PU for playing, partying etc. ROOF KOOL AND SEAL PU is strictly for normal foot traffic.
- No fireworks/ cooking stoves to be used on terrace above the ROOF KOOL AND SEAL PU.

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