



Warranty Number: **00000017**

### Warranty Registration Details

#### Customer Details

Warranty Number	00000017
Customer Name	Devesh Kedia
Address	113 Park Street
Phone	9830363651
Email	dkediaphone@icloud.com
Invoice Number	1230
Date of Purchase	23/07/2025

#### Product Details

Product Name	Azura Antidirt Exterior Emulsion
Quantity	10
Warranty Period	10 years performance warranty
Batch Number	12039310
Area of Painting	Kolkata

#### Application Details

Authorized By	Kedia
Primer Quantity	no
Primer Used	no
Surface Value	100

### Warranty Information

# Warranty Terms & Conditions

## Extent of Warranty

**The warranty shall apply where:**

1. **Eligibility:** For sites where the quantity of the paint is more than 40 litres and its usage exceeds 90% of purchased volume. Warranty is only applicable when application guidelines are followed and in case of exterior walls, the entire paint system applied (including primer, and topcoat) is purchased, as recommended. For exterior vertical walls, the Warranty Period and Replacement Costs depend on the topcoat applied on the exterior affected area. For details, please refer to the warranty document of the relevant topcoat. The Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface.
2. **Replacement:** The Company will provide replacement paint and labour for re-application of coating, as may be necessary to set right the Paint Failure in the affected portion only in accordance with Liability as indicated in the 'Liability' section.
3. **Paint Failure:** Throughout this Warranty the words "**Paint Failure**" shall mean any of the following occurring, subject to the other conditions laid under this Warranty:
  - Film integrity, flaking and peeling of the paint caused by one coat of paint coming off from another or the paint film coming off from the substrate.
  - Shade fading, growth of fungus and algae on wall surfaces (spread over a minimum area of 10 sq. feet).

## Conditions

- Ten (10) year warranty only in case of anti-algal/anti-fungal performance.
- Eight (8) years shade - fading warranty for the paint

## Commencement and Duration

1. This Warranty shall commence on the date of purchase of the Product as per the tax invoice provided that painting work is fully complete and the user has registered for Warranty.
2. The Company at its own discretion may appoint a person to inspect and validate the application of the paint as per the directions specified.

*Where any claim arises during the Warranty period, the period will not start afresh after settlement of the claim.*

## Application

- THIS WARRANTY SHALL ONLY BE APPLICABLE WHERE:

- 1)The paint has been used on exterior masonry wall surfaces only.
- 2)All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for the paint with regard to surface preparation and application as in the Technical Data Sheet.
- 3)The Customer has used the entire paint system recommended by the manufacturer as per the Product Data Sheet.

## **Liability Breakdown**

- Month 1 - Month 12: 100% of replacement cost
- Month 13 - Month 24: 90% of replacement cost
- Month 25 - Month 36: 80% of replacement cost
- Month 37 - Month 48: 70% of replacement cost
- Month 49 - Month 60: 60% of replacement cost
- Month 61 - Month 72: 50% of replacement cost
- Month 73 - Month 84: 40% of replacement cost
- Month 85 - Month 96: 30% of replacement cost
- Month 97 - Month 108: 20% of replacement cost
- Month 109 - Month 120: 10% of replacement cost

The replacement cost shall be the cost of the paint and labour only required to set right the area of paint failure only, at the time of the lodgement of claim. The labour rate will be determined by the manufacturer and it will be a reflection of the current prevailing market labour rates and the same will not be disputed by the Customer, at any point of time. The labour rate may be determined on the basis of a per sq.ft. rate or on a daily wage. The Customer will be liable for the balance costs, which are not manufacturer's obligations, as indicated above. The Company will not be liable for any indirect or consequential loss or damages to the Customer. The Customer's exclusive and sole remedy under this Warranty shall be as mentioned here in this clause.

## **Exclusions**

**The Warranty will be void in the following events:**

1. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
2. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
3. Growth of algae or fungus on surfaces other than masonry walls.
4. The Warranty will cover only manufacturing defects of the paint supplied and will not cover any defects arising out of factors out of control of the manufacturer, including but not limited to:

- Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots.
- Natural calamities such as earthquakes, cyclones.
- Failure or defects in the structure or previous coating.
- Vandalism.
- Acts of God.
- Abuse or negligence by the Customer.
- Causes other than defects in the paint supplied.
- Improper surface preparation.
- Surface with contaminants and not dry.
- Normal wear and tear.
- Any act or omission on the part of the contractor/painter causing the paint or the application of the paint to be defective by any means. While the most durable and fade resistant colour pigments are used for manufacturing of the paint. Emulsion, experience has proven, particularly in coastal areas, that fading and chalking do occur with all paint products within normal limits; this is not considered as failure of the paint.

## Claims and Repairs

1. 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.
2. The consumer shall forthwith notify the manufacturer of the claim providing full details thereof, and shall set out the basis on which it believes that the manufacturer is liable in terms of the Warranty. The manufacturer reserves the right to carry out inspections of the paint application process, in which the paint is alleged to have failed and to perform any tests in respect thereof, and may do so either itself or by means of any person nominated 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 paint.
3. The manufacturer shall use its best endeavours to ensure that the paint required for repairs is available as soon as possible at the place where the repairs are to be carried out, but does not assume liability for delay in this respect. The Company, in its sole discretion shall be entitled to:
  - Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
  - Appoint a contractor and/or approve the contractor appointed by the Customer.

## Miscellaneous

1. This Warranty disclaims any liabilities, contracts, tort or otherwise including negligence and strict liability and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for the paint. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
2. If any dispute arises between the manufacturer and the Customer, in respect of the above Warranty, neither shall commence any court or arbitration proceedings relating to the dispute, unless they have first complied through mediation.
3. In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Kolkata.
4. The facts and all matters concerning any dispute will be kept confidential by both the manufacturer and the Company at all times.