



# Product Warranty Details

**No. 1  
PAINT  
IN ASIA**



## **ABOUT THE PRODUCT:**

Hydroshield Dampproof is a fiber reinforced elastomeric coating used as waterproofing base coat for vertical walls.

## **REGISTRATION:**

To avail the benefits of this warranty it is essential to register the warranty with us by calling 1800 425 3636.

The warranty shall be issued if a minimum of 60 L of material is purchased. A unique warranty registration number will be issued by the operator for future reference.

The warranty period will commence from the date of purchase as evident from the invoice of the last purchase of the product. Hence, it is mandatory for the warranty to be registered within 15 days from purchase of the product.

For sites where the total purchase of Hydroshield Dampproof exceeds 200 L, a special warranty with a set of terms conditions is applicable, please reach out to our representative. The warranty is subject to a satisfactory pre-inspection of the surface to be painted by the company representative. After completion of painting, another inspection will be done by the company representative and warranty shall be issued only if the inspection is found to be satisfactory.

## **WARRANTY COVER:**

Throughout this warranty, a claim on paint failure can be made only if any one of the following occurs, subject to the terms and conditions laid down in this warranty.

- (1) Film integrity, flaking, peeling off of Dampproof from one coat of paint coming off the other or coming out of the surface.
- (2) Cracks developed in the film due to non formation of paint film.
- (3) External water ingress from the vertical area where the product is applied.

## **CONDITIONS & LIMITATIONS:**

The warranty shall apply

- (a) When the total volume of purchase is equal to or more than 60 L.
- (b) In the case of water ingress, only those areas must be applied with Hydrosshield Dampproof.
- (c) In the normal use and service other areas which are not applied with Hydrosshield Dampproof should be free of water seepage and dampness.
- (d) The entire painting system for fresh concrete/repainting areas are done as per the recommended procedure (Please refer to the Technical Data Sheet over the container).
- (e) Dampproof applied is top coated as per recommendation with Nippon Paint Top Coat products only.
- (f) Entire terrace area including parapet walls is covered like an envelope.
- (g) Dampproof is applied as the coverage as mentioned in TDS i.e 3.25-3.71 ft<sup>2</sup>/L.
- (h) Proper slopes and water outlets are provided in the terrace to avoid water ponding.



## EXCLUSIONS:

This warranty shall not cover defects caused directly or indirectly by any one or more of the following factors and the company's decision on the cause of the defect shall be final and binding.

- (a) Due to improper storage or handling of the product.
- (b) Due to substandard and/or defective workmanship in the execution of work.
- (c) Deterioration of paint film including but not limited to staining, efflorescence, fungal/algal growth caused from constant dampness around and within the walls from air conditioning units, high moisture retention caused from water seepage, source of water leakage like plant pots, intermittent dripping of water due to proximity of vegetation, capillary rise of ground level water or defects of similar nature.
- (d) Defects caused from insufficient paint film thickness that does not cover the substrate adequately.
- (e) Poor or improper surface preparation and paint application procedures that may cause contamination, that may stop the surface from drying.
- (f) Trace difference in color or texture of new materials being supplied for repair work against previous material.
- (g) Claims of indirect, incidental or consequential damages resulting from breach of this warranty are specifically excluded.
- (h) Failure to follow the instructions of the company on preparation of surface before application of the product and failure to undertake maintenance of the surface as prescribed by the company
- (i) Intermittent water dripping from overhanging tree branches, terrace gardening.
- (j) Water ingress from the areas where Dampproof has not been applied and due to capillary rise.
- (k) Water logging at terrace due to improper maintenance.
- (l) Building/structural expansion, external punctures on paint film.
- (m) Factors out of the company's control
- (n) Paint failures due to structural defects, excessive bird dropping, spitting, and staining due to plant pots
- (o) Natural calamities such as earthquakes, cyclones, flood and abnormal rainfall etc
- (p) Failure or defects in the building structure or in previous coat
- (q) Vandalism or heavy impact on the paint film with objects having sharp edges.
- (r) Acts of god
- (s) Abuse or negligence by customers.

## **COMPANY'S LIMITED LIABILITY:**

- (b) The company will pay the labour costs required to repair specific areas affected by the defect. The company will estimate the labour cost required to repair the affected area based on the existing market rate in the location of the site. The labour cost may be determined on the basis of a per sq. ft. rate or on a daily wage basis. The company's determination of appropriate labour costs and the basis for the costing shall be final and binding.
- (c) Benefits under this warranty will be made available only if (i) Warranty is registered (ii) The said benefits are accepted as full and final settlement of all claims against the company and (iii) The customer agrees to keep the facts and all matters concerning the defects, claim and the benefits provided under this warranty confidential at all times.

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

## **JURISDICTION:**

All disputes arising from, related to or in connection with this warranty will be subject to the exclusive jurisdiction of appropriate courts in Chennai, to the exclusion of any other court that may have jurisdiction in such matter.

## CUSTOMER AND WARRANTY DETAILS

Customer Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Address: \_\_\_\_\_

Warranty Number: \_\_\_\_\_

Base: \_\_\_\_\_ Shade Code / Name: \_\_\_\_\_

Quantity: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

Warranty Cover: \_\_\_\_\_ Warranty Period: \_\_\_\_\_

Quality Assurance

Nippon Paint (India) Private Limited

### **Signature & Seal.**

I hereby declare that I have read and understood the terms, conditions and liabilities pertaining to this warranty.

Customer Signature: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_









## **CLAIM PROCEDURE:**

- (a) Any claims under this warranty should be intimated to the company (in the manner prescribed below) not later than one week from the day when the defect giving rise to the claim is first discovered.
- (b) Intimation of claims should be made by any of the following means:
  - a. calling toll free number: 1800 425 3636;
  - b. sending an email to: [tu@nipponpaint.co.in](mailto:tu@nipponpaint.co.in)
- (c) On receipt of intimation of a claim, the company will arrange for its representative to visit your site and evaluate the nature of the complaint. Should the findings of the inspection conclude that the claim falls within the scope of this warranty, the company shall provide the limited benefits as detailed in the section below.
- (d) The original invoice issued at the time of purchase of the product and the original warranty card must be produced to avail of the benefits under this warranty.

## **COMPANY'S LIMITED LIABILITY:**

The company's liability is limited to material or material and labor cost for the affected area only and any other related, incidental or consequential cost shall be borne by the customer.

Subject to the terms of this warranty, in the event of paint failure due to manufacturing defects that occur during the relevant warranty period, the company will provide the following:

- (a) The company will offer, either the required quantity of equivalent or comparable product at no charge, or the price of the required quantity of the product (at the market rate prevailing on the date when the claim is lodged) as is necessary to repair the affected area only. The company will determine the extent of the affected area and the quantity of product that will be sufficient to repair specific areas affected by the defect. The company's decision on all of the above matters (which shall be made in its sole discretion) shall be final and binding.









**CORPORATE OFFICE**

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