

এপেক্স

# অল্টিমা

ওয়াটারপ্রুফ

এক্সটেরিয়র ইমালশন

এক্সটেরিয়র  
পেইন্ট

ওয়ারেন্টি  
বুকলেট

## ধুলোবালি থেকে সুরক্ষা বছরের পর বছর...

৭

বছরের

\*ওয়াটারপ্রুফিং  
ও পারফরমেন্স ওয়ারেন্টি



ডার্ট পিকআপ  
রেজিস্ট্যান্স



কালার স্টে  
টেকনোলজি



ফাঙ্গাস  
প্রতিরোধক

 asianpaints



Warranty ID. No.

## WARRANTY INFORMATION

This warranty and all its terms and conditions are agreed and accepted in full for and on behalf of the consumer.

### CUSTOMER DETAILS

Name : ..... Contact : .....

Site Address : .....

### PRODUCT DETAILS

Shade Name : ..... Quantity (ltrs.) : .....

Batch No. : ..... Mfg. Date : .....

Area to be painted (in sq.ft.) : .....

### DEALER DETAILS

Dealer Name : .....

Address : .....

Invoice No. : ..... Invoice Date : .....

Dealer's Stamp : .....

### CONTRACTOR DETAILS

Contractor Name : ..... Tel. No. : .....

Address : .....

.....

.....

**Asian Paints Bangladesh Ltd.** (referred to as “Company”) offers Seven (7)\* year’s performance warranty from date of purchase on its product system of Asian Paints Apex Ultima Protek Waterproof Basecoat/ SmartCare Damp Sheath Exterior/ TruCare Exterior Sealer beneath Apex Ultima (Referred to as “Apex Ultima System”). The warranty is valid only on the Customer’s registration with us. To register, please contact your nearest Asian Paints Projects Sales Officer or call our EzyCare Helpline on 09612 003355 within 10 days of purchase and kindly comply with the requisites laid here under the section ‘How to Register Your Warranty’.

### **How to Register Your Warranty**

For sites where the system quantity of Apex Ultima System usage exceeds 300 liters (Breaking down as minimum usages of Undercoat\* 200 liters and Apex Ultima 100 liters). The warranty is subject to a satisfactory pre-inspection of the surface to be painted by the Company’s representative.

For pre-inspections of these sites, please get in touch with your nearest Projects Sales Officer who will guide you through the entire process or call our ezycare helpline on 09612 003355.

The company’s representative will pre-inspect the surface to be painted of those sites where the Apex Ultima System quantity exceed 300 liters within 10 days of contacting us. In case on pre-inspection the substrate conditions are found to be unsatisfactory, remedial measures will be suggested and additional pre-inspection will be carried out till all conditions are satisfied.

After the completion of the painting of those sites where the Apex Ultima System quantity usage exceed 300 liters; our representative shall visit the site for a post painting site inspection.

Your Warranty Identification Number will be provided subject to satisfactory inspection by the company’s representative.

If you ever experience a problem or have any questions regarding the warranty, you can call our ezycare Helpline on 09612003355 or get in touch with your nearest Projects Sales Officer and quote your unique Customer Warranty Identification Number for easy identification.

For this warranty document, any reference to “Company” shall mean Asian Paints Bangladesh Ltd. The warranty is valid only on the customer’s registration with us. To register, please call us on 09612003355 and kindly do comply with the requisites.

### **Commencement and Duration**

This warranty shall commence from the date of purchase of the Products (“the Commencement Date”). The Warranty shall be for a period of Seven (7) years on performance warranty. Also, (7) years Apex Ultima Protek Waterproof Basecoat and (3) years SmartCare Damp Sheath Exterior on waterproofing from the Commencement Date. TruCare Exterior Sealer have no waterproofing warranty. If TruCare Exterior Sealer uses as an undercoat, in that only topcoat warranty will be applicable.

The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

### **Minimum purchase**

#### **For the warranty to be valid:**

- a) Minimum total purchase of 300 liters Apex Ultima System:
  - i Minimum purchase of 200 liter’s undercoat (Asian Paints Apex Ultima Protek Waterproof Basecoat/ SmartCare Damp Sheath Exterior/ TruCare Exterior Sealer).
  - ii Minimum purchase of 100 liters Apex Ultima.
- b) The outside horizontal surface includes roof/terrace area, entire

inner portion of the vertical parapet wall, entire horizontal surface of parapet walls should be enveloped with SmartCare Damp Proof Fibre Tech.

c) All inner corners areas on the terrace must be properly prepared with no cracks. For filling cracks, suitable cementitious or equivalent performing durable filler or putty is recommended.

## **Extent of Warranty**

### **The warranty shall apply where:**

a. The total volume of Asian Paints Apex Ultima System purchased exceed 300 liters or the usage on a particular site exceeds 300 liters.

b. For sites where the quantity of Asian Paints Apex Ultima System usages exceeds 300 liters, the warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.

c. Only the exterior surface where Apex Ultima System is used shall be covered under this warranty. The warranty shall not cover the cases of water seepage from surfaces NOT covered with Apex Ultima System.

d. The warranty shall not cover the efflorescence related paint failure.

e. Under normal use and service, the roof or vertical walls of building which is not coated by Apex Ultima System should be free of water leakage or seepage.

f. The Company will only provide replacement paint 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.

g. Throughout this warranty the word "paint failure" shall mean any of the following occurring, subject to the other conditions laid down under this warranty:

i. Film integrity, flaking and peeling of the Apex Ultima system caused by one coat of paint coming off from another or the paint film coming off the substrate.

- ii. Film exhibiting bubbles after heavy rain or during rainy season is the inherent nature of coating exhibiting elongation and resistance to liquid water transport. This is not usually considered as failure of coating.
- iii. The paint system film shows splits, tears, cracks or shows evidence of excessive weathering due to defective material.
- iv. External water ingress through terraces/ parapet walls.

**\*Please Note:** The warranty on waterproofing and performance is for a period of Seven years only from the date of purchase. Company does not give any warranty against Dirt pick-up of Apex Ultima System on vertical or horizontal area.

## **Directions for Use:**

### **Surface preparation:**

- a. Apex Ultima System to be applied as per datasheet or as per specific instructions if any submitted in written form from any authorized APBL Sales or Technical service team.
- b. If the leakage is from wet areas like bathroom/kitchen, re-grouting of tiles/stones must be done.
- c. Sanitary joints in wet areas (e.g. Bathroom, toilets and kitchens) must be sealed.
- d. If the leakage is due to plumbing issues, the same must be rectified before the application of the Apex Ultima System.
- e. Loose and chalky cement plaster must be removed up till the brick level.
- f. Prior to application the surface must be in Saturated Surface Dry (SSD) condition.

### **Application**

Before application, for moisture content and surface pH related requirement review the product datasheet of the Apex Ultima Protek Waterproof Basecoat/SmartCare Damp Sheath Exterior/ TruCare Exterior Sealer and Apex Ultima.

## **Application Process:**

**a) CLEANING:** Ensure that the surface to be painted is free from any loose paint, dust or grease. Any previous growth of algae needs to be removed thoroughly by vigorous wire brushing and cleaning with water. Surface should be cleaned, and all existing salt deposition should be removed.

**b) FILLING:** Surface imperfections such as holes, dents, cracks are to be filled with Asian Paints SmartCare CRACK SEAL. For cracks greater than 3 mm width a polymer modified cement mortar, prepared with cement and sand with SmartCare Repair Polymer should be used. Larger surface cracks, damaged portions, brick mortar and hollow areas must be repaired with polymer modified cement mortars.

**c) Apex ULTIMA SYSTEM COVERAGE:** Final coverage for each of the product should be-

i. Apex Ultima Protek Waterproof Basecoat:

1st COAT/ SELF-PRIMING COAT: 60 sq.ft/liter,

2nd COAT: Undiluted coat 55-50 sq.ft/liter.

ii. SmartCare Damp Sheath Exterior:

2 COAT: 45 sq.ft/liter on vertical walls

iii. TruCare Exterior Sealer:

1st COAT: 150-180 sq.ft/liter

iv. Apex Ultima

2 COAT: 75-85 sq.ft/liter

## **This warranty shall only be applicable where:**

a) Apex Ultima has been used as topcoat over Apex Ultima Protek Waterproof Basecoat/ SmartCare Damp Sheath Exterior/ TruCare Exterior Sealer on exterior masonry wall surfaces.

b) All elements of Surface Preparation prior to the application and application work have been done in accordance with the instructions provided for Apex Ultima system regard to surface preparation and

application as in the Product Information Sheet.

c) The Customer has used the entire painting system recommended by the Company. Final coverage obtained for the undercoats are- a) Apex Ultima Protek Waterproof Basecoat should be one self-priming 1st coat 60 sq.ft/liter, and an undiluted 2nd coat 55-50 sq.ft/liter b) SmartCare Damp Sheath Exterior 2 coats 45 sq.ft/liter and final coverage of Apex Ultima should be 75-85 sq.ft/liter for 2 coats of application.

d) All inner corners areas on the terrace must be properly prepared with no cracks. SmartCare Crack Seal recommended for plaster cracks up to 3 mm with application as instructed in its product information sheet.

### **Liability**

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

i. In the first 12 months after commencement date - 100% of replacement cost.

ii. From month 13 to month 24 after commencement date- 85% of replacement cost.

iii. From month 25 to month 36 after commencement date - 70% of replacement cost.

iv. From month 37 to month 48 after commencement date - 55% of replacement cost.

v. From month 49 to month 60 after commencement date - 40% of replacement cost.

vi. From month 61 to month 72 after commencement date - 25% of replacement cost.

vii. From month 73 to month 84 after commencement date - 10% of replacement cost

b. The Company's liability will be limited to the cost of paint only.

c. The replacement cost shall be the cost of the paint Apex Ultima System only required to set right the area of paint failure only, at the time of the lodgment of claim.

d. The Customer will be liable for the balance costs, which are not



company's obligations, as indicated above.

e. 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 herein in this clause.

f. Safety of usage and disposal of the paint and contaminated material including the packaging, entirely lies with Owner/Contractor and company does not assume any liability arising out of wrong usage or disposal.

## **Exclusions**

### **The warranty shall be void in the following events:**

a. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing line.

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

c. Inadequate housekeeping of terrace or roof resulting into water logging.

d. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.

e. Warranty will be void in case of leakages through duct or other areas where Apex Ultima System not applied due to inaccessibility of that area.

f. Warranty will be not applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices).

g. Exposure of Apex Ultima System to damaging substances such as chemicals, solvents or oils.

h. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.

i. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.

j. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.

k. Leaks or damages resulting from Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.

l. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.

m. The warranty will cover only manufacturing defects of Apex Ultima System and will not cover any defects arising out of factors out of control of the Company, including but not limited to

i. 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.

ii. Failure or defects in the structure or previous coating.

iii. Vandalism

iv. Abuse or negligence by the Customer.

v. Causes other than defects in Apex Ultima System.

vi. Improper surface preparation.

vii. Surface with contaminants and not dry.

viii. Normal wear and tear.

ix. Any act or omission on the part of the Contractor/Painter causing the Apex Ultima System to be defective by any means.

x. Weak or unbounded plaster surface, structural defects in the building.

xi. Broken water sprout, old water pipelines etc.

## **Claims and Repairs**

- a) Any claim made in terms of this warranty shall be made within 10 days of the consumer discovering any defect, damage or failure which gives rise to a claim.
- b) The consumer shall forthwith notify the Company of the claim providing full details thereof and shall set out the basis on which it believes that the Company is liable in terms of the Warranty. The Company reserves the right to carry out inspections of the Apex Ultima System's application process, in which the Asian Paints Apex Ultima System 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 company. Prior to such inspections or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the Asian Paints Apex Ultima System.
- c) The Company shall use its best endeavors 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, does not assume liability for delay in this respect.
- d) The Company, in its sole discretion shall be entitled to
  - i. Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions
  - ii. Appoint a contractor and /or approve the contractor appointed by the Customer.

## **Miscellaneous:**

- a. This warranty disclaims any liabilities, contracts, torts or otherwise including negligence and strict liability and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for Asian Paints Apex Ultima Protek Waterproof Basecoat/SmartCare Damp Sheath Exterior/ TurCare Exterior Sealer and Apex Ultima. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

b. If any dispute arises between the Company and the Customer, in respect of the above warranty, neither shall commence any court of arbitration proceedings relating to the dispute, unless they have first complied through mediation.

c. In case of any disputes, the same is subject to exclusive jurisdictions of the courts of Dhaka, Bangladesh.

d. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times. To Get The Optimum Results From Asian Paints Apex Ultima System, Keep These Things in Mind:

i. Eliminate all the factors that allow any surface to remain damp like blocked or leaking pipes.

ii. Prior to painting, remove all existing algae/dust/dirt etc. thoroughly using a wire brush.

iii. The Directions for Use (DFU) as recommended should be strictly followed especially with regard to dilution and application of appropriate number of coats as mentioned on container/Product Information Sheet.

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# Asian Paints Bangladesh Ltd.

## Head Office:

The Pearl Trade Centre (PTC), Cha-90/3, Progoti Sarani, North Badda, Dhaka - 1212. Phone: 09612003355

## Factory & Registered Office:

Gazipur Factory: Plot# 317 & 757, Bahadurpur, Gazipur-1703 |

Mirsarai Factory: Plot # 36, Zone 6, Mirsarai Economic Zone, Bangabandhu Sheikh Mujib Industrial City, Chittagong - 4324

## Turag Depot:

House - 71, Ashutia, Ashulia Main Road, Block-D, Nishat Nagor, Turag, Dhaka-1230.  
Mobile: +880-1730791721.

## Demra Depot:

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For enquiries, feedback and complaints,  
please call toll-free number **09612003355** or write  
to us at **[weasure.apbl@asianpaints.com](mailto:weasure.apbl@asianpaints.com)**

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