

röyale ASPIRA

WARRANTY DETAIL



5
YEAR
WARRANTY

royale ASPIRA



WARRANTY DETAIL

EXTENT OF WARRANTY

The warranty shall apply where:

- 1) There has been a minimum purchase of 40 Liters of Royale Aspira. Warranty is applicable, subject to satisfactory pre-inspection of the interior surface to be painted by the Company's representative.
- 2) The Company will provide replacement paint and labor for re-application at certain % of total cost, 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) Throughout this Warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this Warranty:
 - i) Flaking or peeling of the paint Royale Aspira, caused by one coat of paint Royale Aspira coming off from another or the paint Royale Aspira film coming off from the substrate.
 - ii) Shade fading.
 - iii) Growth of fungus on wall surfaces (Black fungus spots at least spread over a minimum area of 1o sq. feet).

Commencement and Duration:

- 1) The warranty will come into effect from the date of SMS registration by the customer and will be valid for 5 years from the date of registration.
- 2) The Company at its own discretion may appoint a person to inspect and validate the application of the Royale Aspira as per the directions specified.

APPLICATION

The warranty shall only be applicable where:

- 1) Royale Aspira has been used on interior masonry wall surfaces only.
- 2) There has been a usage of Acrylic Wall Putty before starting the painting procedure and provided that the customer has used the entire paint system recommended by the company as given in the directions for use section in product packaging itself. For all surfaces post the surface preparation, a self-priming coat of Royale Aspira at 100% dilution (1:1 ratio) should be used as under coat followed by 2-3 top-coats of Royale Aspira. Final coverage obtained post the correct usage should be between 100-120 sqft/ltr.

Liability:

The company will provide the following % of replacement cost for the damaged materials from the commencement dates of the warranty as mentioned below:

Total Months from the commencement date	% of replacement cost
12	100%
13-24	80%
25-36	60%
37-48	40%
49-60	20%

(Note: Replacement costs shall be the cost of the paint - Royale Aspira and labor only required to set the right area of paint failure, at the time of lodgment of claim. The labor rate will be determined by the company and will be a reflection of the current prevailing market labor rates, which cannot be disputed by the customer. The company shall not be liable for any direct or indirect consequential loss or damages to the customer.)

EXCLUSIONS

The Warranty will cover only manufacturing defects of Royale Aspira and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- 1) Paint failures due to structural defects and damage of film due to high abrasion of the surface with furniture, nails or other sharp objects.
- 2) High alkalinity, water leakage and seepage within the building structure and continuous dampness of the surface.
- 3) Paint applied on a surface which is contaminated, improper painting system followed or inadequate curing time for the paint film to dry, improper dilution.
- 4) Usage of improper shade recipes or incorrect bases for tinting colors.
- 5) Natural calamities such as earthquakes, cyclones.
- 6) Failure or defects in the structure or previous coating.
- 7) Vandalism.
- 8) Acts of God.
- 9) Abuse or negligence by the Customer.
- 11) Causes other than defects in Royale Aspira.
- 12) Normal wear and tear.
- 12) Any act or omission on the part of the Contractor/Painter causing Royale Aspira or the application of Royale Aspira to be defective by any means.

CLAIMS AND REPAIRS

- 1) The customer should claim the warranty within 30 days of discovery of the defect, by informing dealer from where the purchase was made or by calling directly at 1660o-124-68o
- 2) The consumer shall immediately 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 paint-Royale Aspira's application process, in which Royale Aspira 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.
- 3) The customer should not perform any repairs to or remove or tamper with any part of the paint -Royale Aspira before the company starts the inspection process.
- 4) 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; and
 - ii) Appoint a contractor and/or approve the contractor appointed by the Customer.
- 5) There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

DISPUTE SETTLEMENT

- 1) If any dispute arises between the Company 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.
- 2) In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Nepal.
- 3) The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.



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