- The customer should not perform any repairs to or remove or tamper with any part of the paint – Royale Bling before the company starts the inspection process.
- 4) 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
  - ii) Appoint a contractor and/or approve the contractor appointed by the Customer.
- 5) 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 Royale Bling. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

### **DISPUTE SETTLEMENT**

 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.
- The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.



For enquiries, feedback and complaints, please call toll-free number 16600124680/9802033515 or write to us at weassure@asianpaints.com.np



# THE WARRANTY COVER

Royale Bling is the first interior paint in its class that emits brilliant sparkle and gives an elegant and super sheen finish to the wall. For ensuring that the beauty of your room remains same for longer period of time it provides 10 year performance warranty. A first of its kind in the interiors category, the warranty covers product performance against fading, flaking and peeling.

#### **EXTENT OF WARRANTY**

### The warranty shall apply where:

 There has been a minimum purchase of 40 Liters of Royale Bling. 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, 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.
- 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 or peeling of the paint Royale Bling, caused by one coat of paint Royale Bling coming off from another or the paint Royale Bling 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 10 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 10 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 Bling 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

#### The warranty shall only be applicable where:

- 1) Royale Bling has been used on interior masonry wall surfaces only.
- 2) There has been a usage of Asian Paints 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.

### Liability:

The company will provide the following % of replacement cost for the damaged materials from the commencement dates of the warranty as mentioned below: The Company's liability will reduce over the warranty period according to the following scale:

Total Years from the commencement date	% of replacement cost
Till First 2 year	100%
2 <sup>nd</sup> year to 4 <sup>th</sup> year	80%
4 <sup>th</sup> year to 6 <sup>th</sup> year	60%
6 <sup>th</sup> year to 8 <sup>th</sup> year	40%
8 <sup>th</sup> year to 10 <sup>th</sup> year	20%

(Note: Replacement costs shall be the cost of the paint – Royale Bling 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 Bling and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- Paint failures due to structural defects and damage of film due to high abrasion of the surface with furniture, nails or other sharp objects, moss and other vegetative growth, excessive bird droppings/spitting.
- High alkalinity, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots.
- 3) Paint applied on a surface which is contaminated or not dry, 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.
- 10) Causes other than defects in Royale Bling.
- 11) Normal wear and tear.
- 12) Any act or omission on the part of the Contractor/Painter causing Royale Bling or the application of Royale Bling to be defective by any means.

### **CLAIMS AND REPAIRS**

- 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 16600-124-680.
- 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 Bling's application process, in which Royale Bling 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.