

EXTENT OF WARRANTY

The warranty shall apply where:

1. There has been a minimum purchase of 60ltrs of Ultima Protek Shyne. For sites where the quantity of Ultima Protek Shyne usage exceeds 60 ltrs, the warranty is applicable, subject to satisfactory pre-inspection of exterior surface to be painted by the Company's representative.
2. All exterior vertical surfaces need to be coated with the Ultima Protek Shyne.
3. The Company will 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.
4. Throughout the warranty 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, Ultima Protek Shyne, caused by one coat of paint Ultima Protek Shyne coming off from another of the paint Ultima Protek Shyne coming off from the substrate.
 - The paint film shows blisters, splits, tears, or shows evidence of excessive wreathing due to defective materials.
 - Shade fading
 - Growth of fungus and algae on wall surfaces* (at least spread over a minimum area of 10 sq ft).
 - External water ingress through vertical walls.

***Please note:** The Warranty on durability parameters (Film integrity & Colour retention) is for a period of ten (10) years only from the date of purchase. This warranty is subject to the conditions mentioned herein.

COMMENCEMENT AND DURATION:

- 1) The Warranty will come into effect from the date of SMS registration by the customer
- 2) The Company at its' own discretion may appoint a person to inspect and validate the application of the Ultima Protek Shyne as per direction specified.
- 3) The Warranty shall be for the period of Ten (10) years on durability parameters (Film integrity & Colour retention) from the commencement date.
- 4) 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) Ultima Protek Shyne has been used for exterior masonry wall surfaces only.
- 2) Ultima Protek Shyne is applied at a coverage rate specified in the product information sheet i.e. 65-75 sqft/ltr
- 3) For Warranty to be valid, one have to make a minimum purchase of 60 ltrs of Ultima Protek Shyne.

LIABILITY:

- 1) The Company's liability will reduce over the warranty period according to the following scale :

Total months from the Commencement date (Durability- Film Integrity and Colour Retention)	% of replacement cost
12	100%
13-24	90%
25-36	80%
37-48	70%
49-60	60%
61-72	50%
73-84	40%
85-96	30%
97-108	20%
109-120	10%

- 2) The replacement cost shall be the cost of the paint (Ultima Protek Shyne) and labour only required to set right the area of system failure only, at the time of the lodgment of claim. The labour rate will be determined by the company and it will be 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 per sqft. rate or on the basis of daily wages rate. The Customer will be liable for the balance costs, which are not Company's obligations, as indicated above.

EXCLUSIONS

- 1) The Warranty will be void in the following events:
 - i. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
 - ii. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
 - iii. Growth of algae or fungus on surfaces other than masonry walls.
 - iv. Inadequate housekeeping of terrace or roof resulting into water logging.
 - v. Defects in the design of the building or roofing system, including inadequate drainage system, settlement or movement.
 - vi. Exposure of paint (Ultima Protek Shyne) to damaging substances such as chemicals, solvents or oils.
 - vii. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - viii. Puncturing of cured membrane due to sharp objects, movements, of heavy articles, fixing of antenna or other structures on the terrace.
 - ix. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
 - xi. Any extension of building/civil or structural modification post painting will make the warranty void.
 - xii. Warranty will be void in case of mechanical damage/puncturing of the paint film (whether on horizontal or Vertical) including but not limited to sharp objects, plantation near the building etc.
 - xiii. The warranty will not be valid in case of the underlying plaster or putty coat or texture paint which in turn causes a failure of the Asian Paints Ultima Protek Shyne film.
 - xiv. The warranty will be void in case of water leakages arising out of uncoated surfaces/structures area directly connected to the structure painted with Ultima Protek Shyne.

ULTIMA PROTEK SHYNE

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WARRANTY BOOKLET



- 2) The Warranty will cover only manufacturing defects of Ultima Protek Shyne 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. Natural calamities such as earthquakes, cyclones
 - iii. Failure or defects in the structure or previous coating
 - iv. Vandalism
 - v. Acts of God
 - vi. Abuse or negligence by the customer
 - vii. Causes other than defects in Ultima Protek Shyne
 - viii. Improper surface preparation
 - ix. Surface with contaminants and not dry
 - x. Normal wear and tear
 - xi. Any act or omission on the part of the contractor/painter.
- 3) 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, but does not assume liability for delay in this respect.
- 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.

DISPUTE SETTLEMENT

- 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 Ultima Protek Shyne. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- 2) 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.
- 3) In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Nepal.
- 4) The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times coat to be defective by any means.



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

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 - 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.
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CLAIMS AND REPAIRS

- 1) The customer should claim the warranty within 30 days of discovery of the defect, by informing the dealer from where the purchase was made or by calling directly at our toll-free number 16600-124-680/9802033515.
- 2) The customer 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, Ultima Protek Shyne application process, in which the Ultima Protek Shyne 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 Ultima Protek Shyne.