

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 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 Apex Ultima's application process, in which the Apex Ultima 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. The customer shall not be entitled to perform any repairs to or remove or tamper with any part of the paint, Apex Ultima, before the company starts the inspection process.
3. The Company shall use its best endeavours 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.
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.

**APEX
ULTIMA**
WITH
colour stay®
WARRANTY BOOKLET



EXTENT OF WARRANTY

The warranty shall apply where:

1. There has been a minimum purchase of 50 Liters of Apex Ultima. For sites where the quantity of Apex Ultima usage exceeds 150 litres, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
2. 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.
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) Film integrity, flaking and peeling of the paint Apex Ultima, caused by one coat of paint Apex Ultima coming off from another of the paint Apex Ultima coming off from the substrate.
 - ii) Shade fading.
 - iii) Growth of fungus and algae on wall surfaces* (at least spread over a minimum area of 10 sq feet).
4. Proper painting system is being followed as mentioned in DFU of product packaging. Primer needs to be used for repainting as well after cleaning and sanding the surface.

*Please note: That the 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 and will be valid for 7 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 Apex Ultima as per the directions specified.
3. Apex Ultima is a high performance paints that offers a 7 years performance warranty. A first of its kind, the warranty covers the product against flaking and peeling. With a 5 years warranty against the significant growth of algae, fungi and fading, if followed proper application procedure. You can be assure that your home will look younger and brighter year after year.

APPLICATION:

This Warranty shall only be applicable where:

1. Apex Ultima has been used on exterior masonry wall surfaces only.
2. All elements of Surface Preparation prior to the Application and application work have been done in accordance with the instructions provided for Apex Ultima with regard to surface preparation and Application as in the Product Information Sheet.
3. The Customer has used the entire paint system recommended by the Company. Final coverage obtained should be between 50-60 sq.ft./litr.

LIABILITY:

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

Total Months from the commencement date	% of replacement cost
0-12	100%
13-24	80%
25-36	60%
37-48	35%
49-84	20%

2. The replacement cost shall be the cost of the paint Apex Ultima only required to set right the area of paint failure only, at the time of the lodgement of claim. The Customer will be liable for the balance costs, which are not Company's obligations, as indicated above.
3. 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 only as mentioned in this warranty card.

EXCLUSIONS

- a. The Warranty will be void in the following events:
 1. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
 2. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
 3. Growth of algae or fungus on surfaces other than masonry walls.
- b. The Warranty will cover only manufacturing defects of Apex Ultima 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, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage within the
 2. building structure and continuous dampness of the surface, staining due to plant pots.
 3. Natural calamities such as earthquakes, cyclones.
Failure or defects in the structure or previous coating.
 4. Vandalism
 5. Acts of God
 6. Abuse or negligence by the Customer
 7. Causes other than defects in Apex Ultima
 8. Improper surface preparation
 9. Surface with contaminants and not dry
 11. Normal wear and tear
 12. Any act or omission on the part of the Contractor/Painter causing the Apex Ultima or the application of Apex Ultima to be defective by any means.