



APEX  
**ULTIMA  
PROTEK**

**WARRANTY  
BOOKLET**

## Warranty ID. No.

Blank space for Warranty ID. No.

## WARRANTY INFORMATION

### Customer Details

Name . . . . . Contact . . . . .

Site Address . . . . .

. . . . .

Warranty Identification no. (Win)

(To be issued to the customer by helpline operator)

Warranty commencement date . . . . .

### 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

To be filled by the customer

Contractor's Name . . . . .

Address . . . . .

. . . . .

Tel. No. . . . .

# APEX ULTIMA PROTEK

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## THE ULTIMATE SOLUTION

Making a beautiful home and keeping it beautiful isn't easy, especially when the quality of your exterior paint is questionable. Only the right exterior paint can keep your home looking young and beautiful, fighting hostile elements for years.

Apex Ultima Protek System is a robust exterior painting system that gives your structures, a holistic protection along with unmatched beauty. Address specific problems like dampness, algae, cracks and colour fading that tarnish the health and look of your exteriors, with Apex Ultima Protek System.

For the purpose of this warranty document, any reference to "company" shall mean Asian Paints Ltd. The warranty is valid only on the customer's registration with us. To register, please call us on 1800-209-5678 and kindly do comply with the requisites.

# THE WARRANTY COVER

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Apex Ultima Protek System<sup>#</sup> is a high performance painting system that offers a 12-year durability (colour retention & film integrity) warranty, up to 10-year waterproofing<sup>#</sup> and up to 10-year anti-algal warranty<sup>#</sup>. The first of its kind, the warranty covers product performance against not just fading, flaking and peeling but also covers blisters, splits, tears and excessive weathering of the paint film and prevents external water ingress through vertical walls. With a 12-year durability, up to 10-year waterproofing<sup>#</sup> and up to 10-year anti-algal warranty<sup>#</sup>, you can be assured that your home will look younger and brighter, year after year, for years to come!

# COMMENCEMENT AND DURATION

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- a. This warranty shall commence on the date on which ("the commencement date") the consumer has lodged his warranty with the company by contacting 1800-209-5678 or by registering on the website, and furnishing all the purchase and personal details requested by the company. In order for this warranty to be valid, registration needs to be done within forty five (45) days of the material purchase and within fifteen (15) days of the completion of painting.
  
- b. If there is a break or recess period in the painting work on the same building, finalizing the commencement date shall be at the discretion of the Asian Paints team.
  
- c. The company at its own discretion may appoint a person to inspect and validate the application of the Apex Ultima Protek System as per the directions specified.
  
- d. The warranty shall be for a period of twelve (12) years on durability parameters (colour retention & film integrity) and up to ten (10) years on vertical waterproofing<sup>#</sup> and up to ten (10) years on the anti-algal property<sup>#</sup> from the commencement date.
  
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

# EXTENT OF WARRANTY

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## The warranty shall apply where:

- a. The total volume of the said system purchased exceeds 40 litres and the usage on a particular site exceeds 40 litres.
- b. Under normal use and service, the roof or vertical walls of building which is not coated by Apex Ultima Protek System should be free of water leakage or seepage.
- c. The company will only provide replacement cost for paint and labour for re-application of coating, as required to set right the paint failure in the affected portion only in accordance with liability as indicated in the 'Liability' section.
- d. 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 undercoat and/or Apex Ultima Protek Topcoat caused by one coat of paint coming off from another or the paint film coming of the substrate.
  - ii. The paint film shows blistering, splits, tears or shows evidence of excessive weathering due to defective material
  - iii. Shade fading
  - iv. Growth of fungus and algae on wall surfaces\* [at least spread over a minimum area of 1 sq. mtr. (10 sq. feet)]

- v. Water ingress through exterior surfaces (only vertical walls) where Apex Ultima Protek system is applied (water ingress through the roof or through any other part of the structure not protected through the Apex Ultima Protek system will not be covered by this warranty)

\*Please note: The warranty on waterproofing (external water ingress) is only for period of up to ten (10) years# & anti-algal/anti-fungal performance is only for a period of up to ten (10) years# from the commencement date. Please note that this warranty is subject to the conditions mentioned herein.

# APPLICATION

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**The warranty shall apply where the below mentioned application guidelines have been followed:**

- a. All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for Apex Ultima Protek system with regard to surface preparation and application as in the product information sheet.
- b. Apex Ultima Protek System has been used for vertical exterior masonry wall surfaces only.
- c. Respective undercoat of Apex Ultima Protek System is applied at a coverage rate as specified in the product information sheet.
- d. Apex Ultima Protek Topcoat is applied at a coverage specified in the product information sheet.
- e. Cracks up to 3 mm on the surface are filled with Asian Paints SmartCare Crack Seal applied as per instructions in its product information sheet before application of undercoat.
- f. No vertical surface/area is left uncoated due to lack of accessibility.



# LIABILITY

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- a. The company will be liable for the replacement cost of only paint and labour required to set right the area of paint failure only, at the time of the lodgment of claim.
- b. The labour rate will be determined by the company, and it will be a 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 a per sq.ft. rate or on a daily wage rate. The customer will be liable for the balance costs, which are not company's obligations, as indicated above.
- c. 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 here in this clause.
- d. The company's liability will reduce over the warranty period according to the detailed matrix given in Annexure 2.

# EXCLUSIONS

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- a. 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. Water seepage through ducts or other areas where Apex Ultima Protek System is not applied due to inaccessibility of that area.
  - vii. Exposure of Apex Ultima Protek System to damaging substances such as chemicals, solvents or oils.
  - viii. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
  - ix. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.
  - x. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.

- xii. Leaks or damages resulting from any additional installations on or through the product or flashing after the initial installation that is not consistent with Apex Ultima Protek System application.
  - xiii. Any extension of building/civil or structural modification post painting will make the warranty void.
  - xiv. 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.
  - xv. Water seepage from or through the drain pipes carrying water from the upper parts of the building to the ground. These could include leakage/seepage through external or internal drain pipes on the structure.
  - xvi. The warranty will not be valid in case of failure of the underlying plaster or putty coat or texture paint which in turn causes a failure of the Asian Paints Apex Ultima Protek film.
  - xvii. The warranty would be void in case of water leakages arising out of uncoated surfaces/structures that are directly connected to the structure painted with Apex Ultima Protek System.
- b. The warranty will cover only the manufacturing defects of Apex Ultima Protek 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, damage of paint due to ants and insects, 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 the Apex Ultima Protek System.
- viii. Improper surface preparation.
- ix. Surfaces with contaminants and not dry.
- x. Normal wear and tear.
- xi. Any act or omission on the part of the contractor/painter causing the Apex Ultima Protek System or the application of Apex Ultima Protek System to be defective by any means.

# CLAIMS AND REPAIRS

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- a. Any claim made in terms of this warranty shall be made within 30 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 paint Apex Ultima Protek System's application process, in which the Apex Ultima Protek 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 it. Prior to such inspection or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the Apex Ultima Protek 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, but 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; and
  - ii. Appoint a contractor and/or approve the contractor appointed by the customer.

# MISCELLANEOUS

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- a. 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 Apex Ultima Protek System. There are no warranties expressed or implied under law, which extend beyond the warranty set out here in.
- b. 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.
- c. In case of any disputes, the same is subject to exclusive jurisdiction of the courts of Mumbai.
- d. The facts and all matters concerning any dispute will be kept confidential by both the customer and the company at all times.

# ANNEXURE 1

\*The waterproofing and anti-algal warranty of Apex Ultima Protek System varies as per the undercoat used.

The detailed matrix of the same is as follows:

Exterior System		Warranty Offered (in years)		
Topcoat	Undercoat	Performance (colour retention & film integrity)	Waterproofing	Anti-Algal
Apex Ultima Protek Topcoat	Apex Ultima Protek Basecoat	12	10	10
Apex Ultima Protek Topcoat	SmartCare Damp Proof/ SmartCare Damp Proof Advanced/ SmartCare Damp Proof Xtreme	12	10	10
Apex Ultima Protek Topcoat	SmartCare Damp Sheath Exterior	12	5	5
Apex Ultima Protek Topcoat	Trucare Exterior Wall Primer	12	0	5

For e.g. If you have used Apex Ultima Protek Topcoat with SmartCare Damp Sheath Exterior, you will get 12 years of paint performance warranty (colour retention & film integrity), 5 years of waterproofing and 5 years of anti-algal warranty.

# ANNEXURE 2

The liability of the company will vary as per the warranty period basis the below reducing liability structure. In case of different performance/waterproofing/anti-algal warranty, the lowest replacement cost will be taken as company's liability.

Time Period	Liability (%) of replacement cost		
	5 years	10 years	12 years
First 12 months after commencement date	100%	100%	100%
From month 13 to month 24	80%	80%	90%
From month 25 to month 36	60%	80%	80%
From month 37 to month 48	40%	70%	70%
From month 49 to month 60	20%	60%	60%
From month 61 to month 72		50%	50%
From month 73 to month 84		40%	40%
From month 85 to month 96		30%	30%
From month 97 to month 108		20%	25%
From month 109 to month 120		10%	20%
From month 121 to month 132			15%
From month 133 to month 144			10%

For e.g. If you have used Apex Ultima Protek Topcoat with SmartCare Damp Sheath Exterior and face a product issue in 4th year regarding waterproofing, company's liability will be limited to 40%. Only in case of product issue solely being about topcoat colour retention/film integrity, the company's liability will be 70%.

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