

Asian Paints SmartCare Damp Proof Xtreme

Waterproofing Warranty

Application on Horizontal Areas and Terraces

Asian Paints Ltd (referred to as "Company") offers **Twelve (12) Years Warranty*** from date of purchase, on the application system for its product SmartCare Damp Proof Xtreme for application on **terrace and horizontal surfaces**. The Damp Proof Xtreme system consists of usage of Asian Paints SmartCare Damp Proof Xtreme (henceforth referred to as SmartCare Damp Proof Xtreme) as per the system of application mentioned in the product information sheet.

Warranty Criteria:

1. Minimum 40 Litres of SmartCare Damp Proof Xtreme should have been purchased and consumed on a single building.
2. Entire terrace along with parapet needs to be enveloped as recommended.
3. Warranty Needs to be registered within 45 days of purchase of Asian Paints SmartCare Damp Proof Xtreme.
4. In case coving/angle fillet is not present on Terrace, usage of Asian Paints SmartCare Roof Tapes is mandatory
5. Recommended forced system coverage of 0.93 sq. m./L (10 sq. ft./L) must be achieved for warranty registration.

Extent of Warranty:

The warranty shall apply where:

- a. When the total volume of the said system purchased exceeds 40 Ltrs and the usage on a particular site exceeds 40 Ltrs.
- b. For sites where the quantity of the said system usage exceeds 200 Ltrs, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c. Only the surface immediately underneath the terrace or the top floor of the building, as the case may be, shall be covered under this warranty. The warranty shall not cover the cases of water seepage from surfaces NOT covered with SmartCare Damp Proof Xtreme.
- d. Under normal use and service, the roof or vertical walls of building which is not coated by SmartCare Damp Proof Xtreme should be free of water leakage or seepage.
- e. The Company will only 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.
- f. Throughout this warranty the word "paint failure" shall mean any of the following occurring, subject to the other conditions laid down under this warranty:
 - i. Film integrity, flaking and peeling of the paint SmartCare Damp Proof Xtreme caused by one coat of paint coming off from another or the paint film coming off the substrate.
 - ii. The paint film shows blistering, splits, tears, cracks, or shows evidence of excessive weathering due to defective material.
 - iii. External water ingress through terraces/ parapet walls where Damp Proof Xtreme System is applied.
 - iv. APL does not give any warranty against dirt pick up of SmartCare Damp Proof Xtreme on horizontal area.

Commencement and Duration:

- a. This Warranty shall commence from the date ("the Commencement Date") of completion of the painting project on the said building or the structure and the consumer has lodged his warranty with

the company by contacting 1800-209-5678 and shared all the purchase and personal details requested by the company.

- 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 as per the directions specified.
- d. The Warranty shall be for a period of Twelve (12) years on terrace waterproofing.
- e. 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:

- a. SmartCare Damp Proof Xtreme and SmartCare Roof Tapes (in case coving is not present) have been used for terraces on concrete or bare plaster and that the entire terrace is enveloped including parapets till a height of 2 feet below the terrace - parapet joint on the outer wall / Exterior wall
- b. SmartCare Damp Proof Xtreme is applied at coverage rate specified in the Product Information Sheet i.e., 0.93 sq.m./lit (10 sq. ft./lit).
- c. Cracks up to 3 mm on the surface are filled with SmartCare Crack Seal applied as per instructions in its PIS before application of SmartCare Damp Proof Xtreme.
- d. Terrace has been thoroughly prepared in terms of repair work and cleaning to remove grease, dust, loose particles, and other elements.
- e. Suitable slope is provided to the roof to avoid water ponding.
- f. Loose plaster, structural cracks are repaired as per standard construction practices.
- g. Previous water proofing treatment (2k cement based/ bituminous etc) if any is completely removed to reach bare plaster.
- h. In case of adjoining terraces (separated by a common parapet wall), the terrace not coated with SmartCare Damp Proof Xtreme must not have any leakages.

Liability:

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

1. Within the first 12 months after Commencement Date – 100% of replacement cost
2. From month 13 to month 24 after commencement date – 92% of replacement cost
3. From month 25 to month 36 after Commencement Date – 83% of replacement cost
4. From month 37 to month 48 after Commencement Date – 75% of replacement cost
5. From month 49 to month 60 after Commencement Date – 67% of replacement cost
6. From month 61 to month 72 after Commencement Date – 58% of replacement cost
7. From month 73 to month 84 after Commencement Date – 50% of replacement cost
8. From month 85 to month 96 after Commencement Date – 42% of replacement cost
9. From month 97 to month 108 after Commencement Date – 33% of replacement cost
10. From month 109 to month 120 after Commencement Date – 25% of replacement cost

11. From month 121 to month 132 after Commencement Date – 17% of replacement cost

12. From month 133 to month 144 after Commencement Date – 8% of replacement cost
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b. It is clarified that the Company's liability will be limited to the cost of paint only.

c. The replacement cost shall be the cost of the paint SmartCare Damp Proof Xtreme only required to set right the area of paint failure only, at the time of the lodgment of claim. The Customer will be liable for the balance costs, which are not company's obligations, as indicated above.

d. 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 herein this clause

Conditions of Warranty:

- a. SmartCare Damp Proof Xtreme must have been applied as per our instructions mentioned in "Directions of Use" on the bucket or as per Product technical sheet.
- b. Warranty will be applicable only for seepage from terrace & parapet walls if SmartCare Damp Proof Xtreme is applied on the terrace. It is not applicable for water seepage from vertical surfaces or outer walls where SmartCare Damp Proof Xtreme has not been applied.
- c. The product must have been stored as specified in their packaging instructions and have been used within their shelf life.
- d. SmartCare Damp Proof Xtreme should not be applied during extreme temperatures, rains, fog, mist, snow, or when such conditions are imminent during application or curing period
- e. SmartCare Damp Proof Xtreme should not be used in combination with product from any other manufacturer.

Exclusions: The warranty shall be void in the following events:

- a. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines
- b. Water ingress from bathroom, toilets, kitchen sinks or any area not treated with SmartCare Damp Proof Xtreme
- c. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- d. Inadequate housekeeping of terrace or roof resulting into water logging
- e. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
- f. Warranty will be void in case of leakages through duct or other areas where SmartCare Damp Proof Xtreme is not applied due to inaccessibility of that area
- g. Warranty will be not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & recti-ed as per standard civil practices)
- h. Exposure of SmartCare Damp Proof Xtreme to damaging substances such as chemicals, solvents or oils.
- i. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.

- j. Puncturing of cured product film due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
- k. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- l. Leaks or damages resulting from Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.
- m. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.
 - a. The Warranty will cover only manufacturing defects of SmartCare Damp Proof Xtreme 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 SmartCare Damp Proof Xtreme
 - 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 causing the SmartCare Damp Proof Xtreme system to be defective by any means.
 - xii. Weak/ debonded plaster surface, structural defects in the building
 - xiii. Broken water sprout, old water pipe lines etc

Owner's responsibilities:

- a. Roofs coated with SmartCare Damp Proof Xtreme may become slippery after rains. Care must be exercised while accessing such roofs. Company does not take any responsibility for the safety of persons accessing the roof under such conditions.
- b. Owner should exercise normal housekeeping and after care post application of SmartCare Damp Proof Xtreme system.

Claims and Repairs

- 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.
- c. The Company reserves the right to carry out inspections of the paint application process, in which the SmartCare Damp Proof Xtreme 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 system.

d. 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.

e. 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 Appoint a contractor and / or approve the contractor appointed by the Customer.

Miscellaneous:

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 SmartCare Damp Proof Xtreme system. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

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

Asian Paints SmartCare Damp Proof Xtreme

Waterproofing Warranty

Application on Exterior Vertical Walls

Asian Paints Ltd (referred to as "Company") offers upto **Twelve (12) Years Warranty*** from date of purchase, on the application system for its product SmartCare Damp Proof Xtreme for application on **exterior vertical walls**. The Damp Proof Xtreme system consists of usage of Asian Paints SmartCare Damp Proof Xtreme (henceforth referred to as SmartCare Damp Proof Xtreme) and Asian Paints Topcoat (Apex/Ultima/Protek/Duralife Topcoat) on exterior vertical walls as per the system of application mentioned in the product information sheet.

Warranty Criteria:

- a. Minimum purchase of 60 Ltrs of Damp Proof Xtreme System, with min 40 Ltrs of Smart care Damp Proof Xtreme.
- b. Damp Proof Xtreme needs to be applied as an undercoat; and must be top coated with Asian Paints exterior emulsion using recommended application process.
- c. Protection of edges and joints on the terrace is important to get the complete protection. Application of Asian Paints Smartcare Damp Proof Xtreme needs to be done on edges and joints on the Horizontal surfaces.
- d. Entire vertical structure should be painted with Damp Proof Xtreme and Top Coated with Asian paints exterior emulsion.
- e. Warranty needs to be registered within 45 days of Purchase of Asian Paints Damp Proof Xtreme.
- f. Please note, waterproofing warranty can't exceed top-coat warranty hence warranty years will change basis topcoat used (It will range from 3 Years to 12 Years)
- g. Damp Proof Xtreme system should not be applied on surfaces/substrates that are subjected to continuous seepage or dampness.

Extent of Warranty:

- a. The Warranty shall apply where:
 - i. The total volume of the said system purchased exceeds 60 ltr and the usage on a particular site exceeds 60 ltr.
 - ii. For sites where the quantity of the said system usage exceeds 200 Ltr, The Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
 - iii. Under normal use and service, the roof or vertical walls of building which is not coated by Damp Proof Xtreme System should be free of water leakage or seepage.
 - iv. The Company will only 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.
 - v. Throughout this Warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this Warranty:
 1. Film integrity, flaking and peeling of the paint Damp Proof Xtreme caused by one coat of paint coming off from another or the paint film coming off the substrate.
 2. The paint film shows blistering, splits, tears, or shows evidence of excessive weathering due to defective material.
 3. Growth of fungus and algae on wall surfaces* (at least spread over a minimum area of 1 sq. metre (10 sq. feet)

4. External water ingress through surfaces (only vertical walls) where Damp Proof Xtreme system is applied (Water ingress through the roof or any other part of the structure not protected through the Damp Proof Xtreme system will not be covered by this warranty)

Commencement and Duration:

- a. This Warranty shall commence from the date ("the Commencement Date") of completion of the painting project on the said building or the structure and the consumer has lodged his warranty with the company by contacting 1800-209-5678 and shared all the purchase and personal details requested by the company.
- 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 system as per the directions specified. Asian Paints SmartCare Damp Proof Xtreme Application on Exterior Vertical Walls.
- d. The Warranty shall be for a period of **up to 12 years on waterproofing when covered with Asian Paints topcoat from the Commencement Date.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

Application:

- a. This Warranty shall only be applicable where:
 - i. Damp Proof Xtreme system has been used for vertical exterior masonry wall surfaces only.
 - ii. Damp Proof Xtreme System is applied at a coverage rate specified in the Product Information Sheet
 1. Fresh Painting: 2.79 sq. mtr/Ltr
 2. Repainting: 2.79 – 3.25 sq. mtr/Ltr
 - iii. Damp Proof Xtreme is top coated with Asian Paints Topcoat on Vertical walls wherein Topcoat is applied as per instructions on the PIS of the used Topcoat.
 - iv. Topcoat is applied at a coverage specified in the Product Information Sheet i.e., 5.1 to 6 sq. meter/Ltr (55-65 sq. ft./ltr).
 - v. Cracks up to 3 mm on the surface are filled with AP SmartCare Crack Seal applied as per instructions in its PIS before application of Smart Care Damp Proof Xtreme.
 - vi. The parapet walls should be properly leaned and Damp Proof Xtreme should be applied on internal and external faces. Provide some slope to top of parapet walls to drain off rainwater from it.
 - a. The parapet walls or any other projections on the terrace need to be enveloped completely by the Damp Proof Xtreme system. The edges formed by the terrace/ roof with the parapet walls need to be coated by Asian Paints SmartCare Damp Proof Xtreme.
 - b. Based on the inspection, Asian Paints may also specify any other parts of the structure which need specific protection by application of its products.

Directions for Use:

Different application system is to be followed in case of Fresh painting and repainting over vertical surfaces. Post recommended surface preparation, system application is to be done as detailed below.

- i. Fresh surface (Must be a cement plaster in sound condition with no debonding. Localized repairs done as per standard civil practices in case it is required):
 1. Apply a fresh coat of Damp Proof Xtreme mixed in ratio of 3:1
 2. Allow to dry for 4-6 hours and then apply another coat of Damp Proof Xtreme without dilution with forced system coverage of 2.79 sq. mtr/Ltr (30 Sq. ft/Ltr)
- ii. Repainting over surfaces free from chalking and painted with high quality exterior emulsion like Apex or Apex Ultima in the last 5 years:

1. On surfaces previously painted with premium quality exterior emulsions like Apex or Ultima (in sound condition with no flaking peeling off etc), apply one coat of Damp Proof Xtreme without dilution at a spreading rate of (2.79 to 3.25 Sq. meter/Ltr) 30-35 sq. ft./ltr and allow to dry for 4-6 hours.

iii. Asian Paints Topcoat Application:

1. Apply 2-3 coats of Topcoat at 30-40% dilution with a spreading rate of (5.1 to 6 sq. meter/ltr) 55-65 sq. feet/ltr for 2 coats.
2. A gap of 4-6 hours should be given between two coats.
3. Ensure that a third coat is applied for dark shades or while painting on horizontal surfaces like top of windows, ledges etc for better hiding and protection. (Please refer to the PIS of the Topcoat being used)

iv. Special Precautions before product application:

1. The surface to be painted (fresh plaster or repainting surface) should be in sound condition with no debonding, flaking or loose particles on the surface. Any areas where the surface is not in good condition needs to be repaired as per standard civil practices
2. Application of a coat of putty under the Damp Proof Xtreme system is not recommended, as it may reduce the overall bonding strength of the system to the surface.
3. In case of fresh plaster surfaces with high undulations, a thin coat of Asian Wall Putty may be applied to smoothen the surface. However, please ensure the putty coat is cured completely before application of the Damp Proof Xtreme system.
4. Do not apply during or when rain is expected in next 8 hours
5. Do not over-thin or over-extend the brush.
6. Protect freshly painted surface from rains till full dry.
7. Stir well and strain before use (for topcoat).
8. The product must have been stored as specified in their packaging instructions and have been used within their shelf life as mentioned in the product information sheets of SmartCare Damp Proof Xtreme and Asian Paints Topcoat.
9. Ensure SSD condition for fresh surface, before application of DP Xtreme, which helps in smooth application achieving desired coverage.
10. Application should be done between 5°C to 35°C. Application done below 5°C, will cause cracking in applied coating
11. Application should not be carried out in high temperature or sunlight, especially afternoon time.
12. Application in sunlight causes eye irritation, so use sunglasses during application.

Please note that the warranty will cease to be valid in the absence of the conditions mentioned above not being fulfilled.

Liability:

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

1. Within the first 12 months after Commencement Date – 100% of replacement cost
2. From month 13 to month 24 after commencement date – 92% of replacement cost
3. From month 25 to month 36 after Commencement Date – 83% of replacement cost
4. From month 37 to month 48 after Commencement Date – 75% of replacement cost

5. From month 49 to month 60 after Commencement Date – 67% of replacement cost
6. From month 61 to month 72 after Commencement Date – 58% of replacement cost
7. From month 73 to month 84 after Commencement Date – 50% of replacement cost
8. From month 85 to month 96 after Commencement Date – 42% of replacement cost
9. From month 97 to month 108 after Commencement Date – 33% of replacement cost
10. From month 109 to month 120 after Commencement Date – 25% of replacement cost
11. From month 121 to month 132 after Commencement Date – 17% of replacement cost
12. From month 133 to month 144 after Commencement Date – 8% of replacement cost

**The above liability details are as per 12 years waterproofing warranty; it will change basis topcoat used. Please note, whatever topcoat is being used, there will be ~90% reduction between AP liability in Year 1 and last year of warranty. In such cases, please contact Asian Paints team for more details on liability structure before product application.

b. It is clarified that the Company's liability will be limited to the cost of paint only.

c. The replacement cost shall be the cost of the paint SmartCare Damp Proof Xtreme only required to set right the area of paint failure only, at the time of the lodgment of claim. The Customer will be liable for the balance costs, which are not company's obligations, as indicated above.

d. 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 herein this clause

Exclusions: The warranty shall be void in the following events:

a. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines

b. Water ingress from bathroom, toilets, kitchen sinks or any area not treated with SmartCare Damp Proof Xtreme

c. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.

d. Inadequate housekeeping of terrace or roof resulting into water logging

e. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.

f. Warranty will be void in case of leakages through duct or other areas where SmartCare Damp Proof Xtreme is not applied due to inaccessibility of that area

g. Warranty will be not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & recti-ed as per standard civil practices)

- h. Exposure of SmartCare Damp Proof Xtreme to damaging substances such as chemicals, solvents or oils.
- i. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- j. Puncturing of cured product film due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
- k. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- l. Leaks or damages resulting from Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.
- m. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.
 - a. The Warranty will cover only manufacturing defects of SmartCare Damp Proof Xtreme and will not cover any defects arising out of factors out of control of the Company, including but not limited to:
 - xiv. 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
 - xv. Natural calamities such as earthquakes, cyclones
 - xvi. Failure or defects in the structure or previous coating
 - xvii. Vandalism
 - xviii. Acts of God
 - xix. Abuse or negligence by the Customer
 - xx. Causes other than defects in SmartCare Damp Proof Xtreme
 - xxi. Improper surface preparation
 - xxii. Surface with contaminants and not dry
 - xxiii. Normal wear and tear
 - xxiv. Any act or omission on the part of the Contractor/Painter causing the SmartCare Damp Proof Xtreme system to be defective by any means.
 - xxv. Weak/ debonded plaster surface, structural defects in the building
 - xxvi. Broken water sprout, old water pipe lines etc

Owner's responsibilities:

- a. Roofs coated with SmartCare Damp Proof Xtreme may become slippery after rains. Care must be exercised while accessing such roofs. Company does not take any responsibility for the safety of persons accessing the roof under such conditions.
- b. Owner should exercise normal housekeeping and after care post application of SmartCare Damp Proof Xtreme system.

Claims and Repairs

- 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.

c. The Company reserves the right to carry out inspections of the paint application process, in which the SmartCare Damp Proof Xtreme 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 system.

d. 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.

e. 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 Appoint a contractor and / or approve the contractor appointed by the Customer.

Miscellaneous:

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 SmartCare Damp Proof Xtreme system. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

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