

Asian Paints SmartCare Damp Proof Play

Waterproofing Warranty

Application on Horizontal Areas (Terraces)

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

Warranty Criteria:

1. Minimum 20 Liters of SmartCare Damp Proof Play should have been purchased and consumed on a single building.
2. Entire terrace needs to be coated with the selected pattern as recommended.
3. Warranty Needs to be registered within 45 days of purchase of Asian Paints SmartCare Damp Proof Play.
4. In case coving/angle fillet is not present on Terrace, usage of Asian Paints SmartCare Roof Tapes is mandatory.
5. Recommended forced coverage of 2.0 to 2.5 m²/Ltr (22 to 27 Sq. Ft/Lit) for 2 coats must be achieved for warranty registration.

Extent of Warranty:

The warranty shall apply where:

- a. When the total volume of SmartCare Damp Proof Play purchased exceeds 20 Ltrs and the usage on a particular site exceeds 20 Ltrs.
- b. 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 Play.
- d. Under normal use and service, the roof or vertical walls of building which is not coated by SmartCare Damp Proof Play 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 Play caused by topcoat of paint coming off from SmartCare Damp Proof
 - ii. The paint film shows blistering, splits, tears, cracks, or shows evidence of excessive weathering due to defective material.
 - iii. Shade Fading#
 - iv. External water ingress through terraces/ parapet walls where Damp Proof Play System is applied.
 - v. APL does not give any warranty against dirt pick up, defect caused due to water stagnation, microbial growth on SmartCare Damp Proof Play on horizontal area.

* Coating is designed with best-in-class ingredients, however where high wear and tear, heavy foot traffic occurs, usually loss of film integrity is observed with all paint products. Following instances would not be considered under the scope of warranty or product failure:

1. Heavy foot traffic: At the entrance heavy foot fall will happen and may cause the loss of film integrity. Even tiles/floor coating have such loss of integrity in these conditions.
2. Dragging furniture or required tools/equipment's/utensils for Party/decoration purpose.
3. Harsh cleaning with hard brushes/brooms.
4. Any civil/repair work.
5. Exposure of harsh chemicals. Alcoholic beverages may cause adverse impact. Avoid exposure of chemicals/alcoholic beverages which may lead to loss of film integrity.

While the most durable and fade resistant colour pigments are used in the manufacturing of SmartCare Damp Proof Play, considering it is applicable on horizontal area and the exposure condition where water ponding and or other contamination happens, shade fading do tend to occur to some extent with all paint products under such conditions. Following measures can be taken to prevent it:

1. Avoid any type of contamination with chemicals which may lead to shade fading/discoloration.
2. Avoid cleaning with harsh chemicals, cleaning only with soap solution is recommended.
3. Bird dropping and/or similar contamination to be cleaned immediately.
4. Avoid stagnation of water.

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 Ten (10) 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. Damp Proof Application-

- a. SmartCare Damp Proof and SmartCare Roof Tapes (in cases where coving is not present) have been used for terraces on concrete or bare plaster and 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 is applied at coverage rate specified in the Product Information Sheet i.e., 0.93 Sq.mt/ lit (10 sq. ft./lit) for 3 coats.
- c. Cracks up to 3mm on the surface are filled with SmartCare Crack Seal applied as per instructions in its PIS before application of SmartCare Damp Proof.
- 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 waterproofing 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 must not have any leakages.

B. Damp Proof Play Application-

- a. SmartCare Damp Proof Play have been used as a decorative topcoat on SmartCare Damp Proof for horizontal surface (terrace) application.
- b. SmartCare Damp Proof Play is not recommended for vertical walls/parapet walls. For parapet walls suitable exterior topcoat to be used over Smartcare Damp Proof.
- c. SmartCare Damp Proof surface has been thoroughly prepared in terms of drying and cleaning. Damp Proof surface must be free from contamination of dust, grease/oil, loose particles, and other elements if any.
- d. SmartCare Damp Proof Play to be applied over freshly applied (within 7 days) SmartCare Damp Proof.
- e. SmartCare Damp Proof Play is applied at coverage rate specified in the Product Information Sheet i.e., 2.0 to 2.5 m²/Ltr (22 to 27 Sq. Ft/Lit) for 2 coats.
- f. All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for SmartCare Damp Proof Play with regard to surface preparation and application as in the product information sheet.
- g. Suitable slope is provided to the roof to avoid water ponding.
- h. Post Painting care: Proper washing and cleaning of dust, mud, microbial growth, as and when it appears on the surface.
- i. Each design must be applied as per the application process and with the recommended application tools as stated in the product information sheet.

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 – 90% of replacement cost
3. From month 25 to month 36 after Commencement Date – 80% of replacement cost
4. From month 37 to month 48 after Commencement Date – 70% of replacement cost
5. From month 49 to month 60 after Commencement Date – 60% of replacement cost
6. From month 61 to month 72 after Commencement Date – 50% of replacement cost
7. From month 73 to month 84 after Commencement Date – 40% of replacement cost
8. From month 85 to month 96 after Commencement Date – 30% of replacement cost
9. From month 97 to month 108 after Commencement Date – 20% of replacement cost
10. From month 109 to month 120 after Commencement Date – 10% of replacement cost

- 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 Play 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 Play must have been applied as per our instructions mentioned in "Directions of Use" on the bucket or as per Product Information Sheet.
- b. Warranty will be applicable only for seepage from terrace & parapet walls if SmartCare Damp Proof Play system is applied on the terrace. It is not applicable for water seepage from vertical surfaces or outer walls where SmartCare Damp Proof Play System 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 Play 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 Play 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 Play.
- 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. Leakages through duct or other areas where coating is not applied due to inaccessibility of that area.
- g. Leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices).
- h. Exposure to damaging substances such as chemicals, beverages, 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. De-bonding of the base (Smart Care Damp Proof) from the surface & cracks formation on the same. Failure of underlying coat which in turn causes a failure of the Smart Care Damp Proof Play.

m. Failure due to abuse or negligence by the customer. Film damage due to cleaning with harsh chemicals, high foot traffic, high abrasion with furniture, nails or other sharp objects etc. Cleaning with 5% soap solution is recommended and cleaning with Phenyl or any kind of acidic or alkaline cleaner should be avoided.

n. Application on the surface, which is contaminated, improper painting system followed or inadequate curing time for the paint film to dry.

p. 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.

q. 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.

r. The Warranty will cover only manufacturing defects of SmartCare Damp Proof Play 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 Play
- viii. Improper surface preparation
- ix. Cleaning/Hygiene post application
- x. Surface with contaminants and not dry
- xi. Normal wear and tear
- xii. Any act or omission on the part of the Contractor/Painter causing the SmartCare Damp Proof Play system to be defective by any means.
- xiii. Weak/debonded plaster surface, structural defects in the building
- xiv. Broken water sprout, old water pipelines etc.

Owner's responsibilities:

a. Roofs coated with SmartCare Damp Proof play 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 Play system.

c. Painted surface is not subject to cleaning with harsh chemicals or cleaning agents based on acid /alkali, peroxides or corrosive materials. Cleaning with mild detergent solution with soft cloth/brush nylon brush is recommended.

d. Avoid excessive cleaning, do not allow water/soap solution to remain on surface for longer duration. Wipe out all the water with soft cloth from the surface immediately after cleaning.

e. To preserve the beauty of the product, special additives/ingredients/film preservatives incorporated in the formulation and that can impact the growth of plants/crops so do not use where rainwater harvesting is required.

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 Play 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 Play 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 always kept confidential by both the Customer and the Company.