



SMARTCARE WARRANTY BOOKLET



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FOR EXPERT SOLUTIONS, CALL 18002095678

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Tired of recurring water problems in their house, people have started believing that waterproofing problems have no permanent solution. We at Asian Paints worked on providing assured solutions to our customers and came up with SmartCare – a complete waterproofing range with superior technology to treat leakage and seal the deal with a warranty.

Our SmartCare Bathroom Waterproofing Membrane with a 10 year warranty will not let water seep to the adjacent walls. SmartCare Damp Proof with its 5 year warranty on terrace waterproofing will assure you of a leakage free ceiling. Even the interiors of your house can be waterproofed with a 2 year warranty using the SmartCare Damp Block 2K. All in all, it's the best-in-class range of waterproofing solutions that promises to keep your home away from dampness, leakage & cracks.

TERRACE WATERPROOFING



Asian Paints SmartCare Damp Proof is a fiber-reinforced elastomeric liquid based waterproof coating. Upon curing, it forms a seamless, durable membrane to offer excellent waterproofing.

Asian Paints Ltd (referred to as "Company") offers five year Warranty* from date of purchase, on the application system for its products Asian Paints SmartCare Damp Proof + Asian Paints SmartCare Joint Tapes (Inner Corner) (collectively referred to as "Products") on application on terrace and horizontal surfaces. The system consists of usage of Asian Paints SmartCare Damp Proof (henceforth referred to as SmartCare Damp Proof) and Asian Paints SmartCare Joint Tapes (Inner Corner) as per the system of application mentioned in the product information sheet for horizontal surfaces.

1. Minimum Purchase and registration of the Product

For the warranty to be valid:

- a. Minimum purchase of 40 litres of SmartCare Damp Proof is required.
- b. The entire surface for which warranty is sought should be enveloped with SmartCare Damp Proof which includes horizontal surface, entire inner portion of vertical parapet wall, entire horizontal surface of parapet wall and up to a height of 1 feet below the terrace-parapet joint on the outer wall / Exterior wall.
- c. All inner corners in the terrace for which warranty is sought are required to be covered with SmartCare Joint Tapes (Inner Corner).
- d. The Product needs to be registered in order for the warranty to be valid. Kindly call 18002095678 in order to register the purchase of the Product.

2. Extent of Warranty:

- a. 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 Damp Proof + Joint Tapes (Inner corners).
- b. Under normal use and service, the roof or vertical walls of building which is not coated by SmartCare Damp Proof should be free of water leakage or seepage.
- c. 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.
- d. 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 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.
 - iv. Growth of fungus and algae on wall surfaces* (at least spread over a minimum area of 2 sq.mt (21.5 sq feet)).

*Please Note: The warranty on waterproofing performance is for a period of Five (5) years only from the date of purchase.

APL does not give any warranty against dirt pick up of SmartCare Damp Proof & Joint Tapes (Inner Corner) on horizontal area.

3. Commencement and Duration

- a. This Warranty shall commence from the date of purchase of the Products ("the Commencement Date").
- b. The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified.
- c. The Warranty shall be for a period of five (5) years on terrace waterproofing from the Commencement Date.

- d. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

4. Application

This Warranty shall only be applicable where

- a. SmartCare Damp Proof + SmartCare Joint Tapes (Inner Corner) system has been used for terraces on concrete or bare plaster and that the entire terrace is enveloped including parapets till a height of 1 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. 0.75 - 1 sq. mt/ lit (8-10 sq. ft./lit).
- c. All inner corners on the surface for which warranty is sought to be covered with SmartCare Joint Tapes (Inner Corner).
- d. Cracks upto 3mm on the surface are filled with SmartCare Crack Seal applied as per instructions in its PIS before application of SmartCare Damp Proof.
- e. Terrace has been thoroughly prepared in terms of repair work and cleaning to remove grease, dust, loose particles and other elements.
- f. Suitable slope is provided to the roof to avoid water ponding.
- g. Loose plaster, structural cracks are repaired as per standard construction practices.
- h. Previous water proofing treatment (2k cement based/ bituminous etc) if any is completely removed to reach bare plaster.
- i. In case of adjoining terraces (separated by a common parapet wall), the terrace not coated with SmartCare Damp Proof does not have any leakages.

5. Liability

- a. The Company's liability will reduce over the warranty period according to the following scale:
 1. In the first 12 months after Commencement Date – 100% of replacement cost.
 2. From month 13 to month 24 after commencement date- 80% of replacement cost.
 3. From month 25 to month 36 after Commencement Date – 60% of replacement cost.
 4. From month 37 to month 48 after Commencement Date – 40% of replacement cost.
 5. From month 49 to month 60 after Commencement Date – 20% of replacement cost.
- b. 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 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.

6. Conditions of Warranty:

- a. SmartCare Damp Proof and SmartCare Joint Tapes (Inner Corner) must have been applied as per our instructions and technical data current at the time of purchase and good working practice.
- b. Warranty will be applicable only for seepage from terrace & parapet walls if SmartCare Damp Proof and SmartCare Joint Tapes (Inner Corner) is applied on the terrace. It is not applicable for water seepage from vertical surfaces or outer walls where SmartCare Damp Proof/ Ultima Protek 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 and SmartCare Joint Tapes (Inner Corner) 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 and SmartCare Joint Tapes (Inner Corner) should not be used in combination with product from any other manufacturer.

7. 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 line.
- b. Water ingress from outer walls/ vertical surfaces, bathroom, toilets, kitchen sinks or any area not treated with SmartCare Damp Proof and SmartCare Joint Tapes (Inner Corner).
- 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 and SmartCare Joint Tapes (Inner Corner) 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 & rectified as per standard civil practices).
- h. Exposure of SmartCare Damp Proof and SmartCare Joint Tapes (Inner Corner) 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 membrane 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.
- n. The Warranty will cover only manufacturing defects of SmartCare Damp Proof and SmartCare Joint Tapes (Inner Corner) and will not cover any defects arising out of factors out of control of the Company, including but not limited.
- o. 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:
 - i. Natural calamities such as earthquakes, cyclones.
 - ii. Failure or defects in the structure or previous coating.
 - iii. Vandalism
 - iv. Acts of God.
 - v. Abuse or negligence by the Customer.
 - vi. Causes other than defects in SmartCare Damp Proof.

- vii. Improper surface preparation.
- viii. Surface with contaminants and not dry.
- ix. Normal wear and tear.
- x. Any act or omission on the part of the Contractor/Painter causing the SmartCare Damp Proof system to be defective by any means.
- xi. Weak/ debonded plaster surface, structural defects in the building.
- xii. Broken water sprout, old water pipe lines etc.

8. Owner's responsibilities:

- a. Roofs coated with SmartCare Damp Proof and SmartCare Joint Tapes (Inner Corner) may become slippery after rains. Care must be exercised while accessing such roofs. APL 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 system.

9. 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 and SmartCare Joint Tapes (Inner Corner) 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
 - ii. 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 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.

INTERIOR WATERPROOFING



SmartCare Damp Block 2K is a two component acrylic polymer-modified cementitious high performance coating. This product can be used for both positive & negative side waterproofing due to its excellent bonding, good waterproofing and unmatched resistance to hydrostatic pressure.

Asian Paints Ltd (referred to as "Company") offers a 2 year Warranty* from date of purchase of the SmartCare Water Proofing System for interior dampness & efflorescence for interior vertical walls ONLY. The Water Proofing System consists of usage of Asian Paints SmartCare Damp Block 2K and Asian Paints SmartCare Vitalia as per the quantities and the system of application mentioned in the product information sheet for interiors.

1) Minimum Purchase:

For the warranty to be valid:

- a. Purchase and usage of all components of the SmartCare Water Proofing System
- b. Minimum 9Kg of Asian Paints SmartCare Damp Block 2K should have been purchased and consumed on a single surface.
- c. The Water Proofing System needs to be implemented as recommended.

2) Extent of Warranty

- a. When the total quantity of Asian Paints SmartCare Damp Block 2K purchase exceeds 9 Kg.
- b. For sites where the quantity of Asian Paints SmartCare Damp Block 2K exceeds 45 Kg, the Warranty is applicable, subject to satisfactory pre-inspection of the site condition by the Company's representative.
- c. The warranty shall not cover the cases of water seepage from surfaces not covered with SmartCare Water Proofing System, including :
 - i. Cracks on exterior wall surface
 - ii. Plumbing leakages
 - iii. Concealed gutters
 - iv. Untreated Duct Areas
 - v. Leakages from floors above or terrace
 - vi. Leakages from Drain/Nahani traps
 - vii. Untreated Sanitary Joints
 - viii. Untreated Tile Joints
 - ix. Leakage arising from overflowing of loft tanks present in bathroom/ toilet
- d. The Company will only replace the SmartCare Water Proofing System where failure has occurred in accordance with Liability as indicated in the 'Liability' section.
- e. Throughout this warranty the word "Water Proofing System Failure" shall mean 'The paint film shows blistering, splits, tears or shows evidence of dampness on the treated wall with the system', subject to the other conditions laid down under this warranty.

*Please Note: The warranty on SmartCare Water Proofing performance is for a period of 2 years only from the date of purchase (as per the purchase invoice) of the waterproofing system (SmartCare DampBlock 2K & SmartCare Vitalia).

Commencement and Duration

- a. This Warranty shall commence from the date of purchase of the Water Proofing System.
- b. The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified.
- c. The Warranty shall be for a period of 2 years on the area where the Water Proofing System has been applied
- d. 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 if the below mentioned application procedure is followed:

Surface Preparation

- Loose & chalky cement plaster must be removed up till brick level
- Surface should be cleaned and all existing salt depositions should be removed
- Surface cracks, damaged portions, brick mortar and hollow areas must be repaired with polymer modified cement mortars
- Prior to application the surface must be in Saturated Surface Dry (SSD) condition

Prior Check

- If leakage is from wet areas like bathroom/kitchen, re-grouting of tile/stone joints must be done with Asian Paints SmartCare Tile Grouts(Cement/Epoxy based)
- Sanitary joints in wet areas(e.g. Bathrooms, toilets & Kitchens) must be sealed with Asian Paints SmartCare UnyverSeal
- If the leakage is because of cracks/damages on the exterior wall, the same should be sealed with SmartCare Crack Seal/SmartCare Hybrid PU Sealant/Polymer Modified Mortar depending upon the size of crack/damaged portion
- If leakage is due to plumbing issues the same has to be rectified before the application of the waterproofing system

Application Procedure

- Add powder to liquid (2 parts powder & 1 part liquid) slowly while stirring. In case of bulk volume use mechanical stirrer. Mix the entire quantity until a smooth homogeneous slurry without lump is achieved. Keep the slurry undisturbed for 5-6 minutes to release entrapped air during mixing.
- Apply 1st coat of SmartCare Damp Block 2K slurry mixture with a brush or roller over the above prepared masonry surface
- Allow the 1st coat to dry for at least 4-6 hours (depending on ambient temperature), then proceed with application of 2nd coat
- Apply 1st & 2nd coat perpendicular to each other for best results
- Apply Damp Block 2K at least 2 feet beyond in all directions from the affected area
- Achieve a forced coverage of 15 sq. ft./kg/coat
- Re-plaster the surface using Asian Paints Vitalia within 12 to 24 hours (Dosage of 100 ml per 50 kg cement)
- Allow the plastered surface to cure for 7 days before application of putty, primer and paint

7) Additional Information

- a. Polymer Modified Mortar is a mixture of 1 part of cement, 4 parts of fine sand(less than 2 mm), 0.05 part of Asian Paints SmartCare Multi-Purpose Polymer or equivalent polymer and water as required. E.g. 10 Kg of cement, 40 Kg of fine sand, 500 ml of SmartCare Multi-Purpose Polymer or equivalent.
- b. Cement Plaster with Asian Paints SmartCare Vitalia: is a mixture of 1 bag (50 Kg) of cement, 200 Kg of fine sand(less than 2 mm), 100 ml SmartCare Vitalia and water as required.
- c. Process of Curing for Cement Plaster: Initial 2 days of air curing followed 5 days of water spray curing (avoid flooding).

8) Liability

- a. The Company's liability will reduce over the warranty period according to the following scale, based on when the Water Proofing System Failure occurs:
 - i. Within the first 12 months after commencement date(date of purchase) – 100% of material cost (SmartCare Damp Block 2K & SmartCare Vitalia) only.

- ii. From month 13 to month 24 after commencement date(date of purchase)- 60% of material cost(SmartCare Damp Block 2K & SmartCare Vitalia) only.
- b. The Company's liability will be limited to the replacement of material used for Water Proofing System (SmartCare Damp Block 2K & SmartCare Vitalia) only.
- c. The replacement cost shall be the cost of the SmartCare Water Proofing System (excluding cement, sand, polymer, paint system and labor cost) only required to set right the area of system 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.

9) Conditions of Warranty:

- a. SmartCare Water Proofing System must have been applied as per Company's instructions and technical data current at the time of purchase and good working practice.
- b. The products must have been stored as specified in their packaging instructions and have been used within their shelf life.
- c. Application of SmartCare Water Proofing system should be independent and is not be used in combination with third party products offering same, or similar functionality.
- d. The warranty must be registered with the Company as per the steps mentioned in the 'Registration Process' section.

10) Exclusions

- a. The warranty shall be void in the following events:
 - 1. Water seepages and leakages arising from:
 - i. Cracks on exterior wall surface.
 - ii. Plumbing issues.
 - iii. Concealed Gutters.
 - iv. Untreated Duct Areas.
 - v. Leakages from floors above or terrace.
 - vi. Leakages from Drain/Nahani traps.
 - vii. Untreated Sanitary Joints.
 - viii. Untreated Tile Joints.
 - ix. Overflowing of loft tanks present in bathroom/ toilet.
 - 2. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
 - 3. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - 4. Removal, excavation or replacement of tiles and concealed plumbing.
 - 5. 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.
 - 6. Leaks or damages resulting from any additional installations on the surface covered with the system or usage on surfaces that already has pre-installed elements that are not consistent with the recommended application.
- b. The Warranty will cover only manufacturing defects of SmartCare Water Proofing System and will not cover any defects arising out of factors out of control of the Company, including but not limited to:
 - 1. Failure arising out of structural defects.
 - 2. Natural calamities such as earthquakes, cyclones.
 - 3. Vandalism
 - 4. Acts of God

- 5. Abuse or negligence by the Customer.
- 6. Causes other than defects in SmartCare Water Proofing System.
- 7. Improper surface preparation.
- 8. Surface with contaminants and not Saturated Surface Dry (SSD) condition.
- 9. Normal wear & tear
- 10. Any act or omission on the part of the Contractor/Painter causing the SmartCare Water Proofing system to be defective by any means.

10) Owner's responsibilities:

Owner should exercise normal housekeeping and after care post application of SmartCare Water Proofing System.

11) 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 through the SmartCare Waterproofing Helpline (1800-209-5678) 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 system application process, in which the SmartCare Water Proofing 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 materials (SmartCare Damp Block 2K & SmartCare Vitalia) required for repairs are 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. Monitor re-application which is to be carried out in accordance with all its specifications and instructions; and
 - ii. Recommend the contractor to be appointed by the Customer.

12) Registration Process

- a. During the time of purchase the customer should take a note of batch number and manufacturing date mentioned on the product pack.
- b. Customer should make sure that the product name and date of purchase are clearly mentioned on the purchase invoice.
- c. The application should be done as per the above recommended process.
- d. The warranty must be registered with the company by calling Asian Paints Helpline on 1800-209-5678 within 30 days from the date of purchase as mentioned on the purchase invoice.

13) 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 Water Proofing 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 legal proceedings against the other relating to the dispute, unless they have first attempted to settle the matter through mutual agreement and mediation.
- c. In case of any disputes arising out of or in relation to the Warranty, the same shall be subject to the exclusive Jurisdiction of the courts of Mumbai.

BATHROOM WATERPROOFING



Asian Paints SmartCare Bathroom Waterproofing Membrane is a triple-layered, tough, elastic and alkali-resistant sealing laminated film, fixed below tiles using SmartCare Tile Adhesives for providing long lasting bathroom waterproofing.

Asian Paints Ltd. (referred to as "Company") offers a ten year Warranty* from date of application completion of the SmartCare Bathroom Waterproofing System in bathrooms ONLY. The Bathroom Waterproofing System consists of usage of Asian Paints SmartCare Bathroom Waterproofing Membrane ("membrane"), Tile Adhesives, Tile Grout – Epoxy Based, Multi-purpose Polymer and Unyverseal as per the quantities and the system of application mentioned in the product information sheet for bathrooms.

1. Minimum Purchase:

For the warranty to be valid:

- a. Purchase and usage of all components of the SmartCare Bathroom Waterproofing System is mandatory.
- b. Minimum 5 Rolls of SmartCare Bathroom Waterproofing Membrane should have been purchased and consumed on a single building.
- c. For sites where the quantity of rolls exceeds 10, site inspection will have to be conducted by a Company representative to determine if it is suitable for application (To schedule a visit kindly call '1800-209-5678').
- d. The Bathroom Waterproofing System needs to be implemented as recommended.

2. Registration of Warranty:

- a. The warranty needs to be registered within 45 days of material purchase in order for it to be valid.
- b. Kindly call '1800-209-5678' in order to register the warranty.

3. Extent of Warranty:

- a. When the total quantity of Rolls purchased exceeds 5 and the usage on a particular site exceeds 5.
- b. For sites where the quantity of rolls exceeds 10, the Warranty is applicable, subject to satisfactory pre-inspection of the site condition by the Company's representative.
- c. The warranty shall not cover the cases of water seepage from surfaces not covered with SmartCare Bathroom Waterproofing System like:
 - i. Water entering through cracks in exterior wall surface
 - ii. Plumbing leakages
 - iii. Ground water rising
 - iv. Concealed gutters
 - v. Retaining wall
 - vi. Untreated leakages from floors above or terrace
- d. The Company will only replace the SmartCare Bathroom Waterproofing System where failure has occurred in accordance with Liability as indicated in the 'Liability' section.
- e. Throughout this warranty the word "Bathroom Waterproofing System Failure" shall mean any of the following occurring, subject to the other conditions laid down under this warranty:
 - i. The paint film shows blistering, splits, tears or shows evidence of dampness on the ceiling immediately below the bathroom waterproofed with the system.
 - ii. The paint film shows blistering, splits, tear or shows evidence of dampness on vertical walls outside the bathroom that are adjacent to where the system was applied.

*Please Note: The warranty on waterproofing performance is for a period of Ten (10) years only from the date of completion of the system application.

4. Commencement and Duration:

- a. This Warranty shall commence from the date ("the Commencement Date") of completion of the Bathroom Waterproofing System application on the said building or the structure.
- b. If there is a break or recess period in the work on the same building, finalizing the commencement date shall be at the discretion of the company.
- 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 the area where the Bathroom Waterproofing System has been applied.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

5. Application:

This Warranty shall only be applicable where:

- a. Surface is in structurally sound condition and any repairs if required, have been done as per standard construction practices.
- b. In case of complete re-tiling or tile on tile application, all leakage sources like concealed plumbing lines, drain trap leakages etc must be rectified before application.
- c. The membrane is applied up to minimum 1.5 ft from the floor on the vertical wall across the bathroom and in case of shower area or any other area prone to continuous water contact, the membrane is applied up to the shower level.
- d. An appropriate hole to be provided in the membrane that ensures no gap is left around the drain trap.
- e. The membrane is fixed using Asian Paints SmartCare Multi-purpose Polymer & SmartCare Tile Adhesives only.
- f. The tile joints are sealed with Asian Paints SmartCare Tile Grout-Epoxy Based and sanitary joints are sealed with SmartCare Unyverseal only.

6. Liability:

- a. The Company's liability will reduce over the warranty period according to the following scale, based on when the Bathroom Waterproofing System Failure occurs:
 - i. Within the first 12 months after Commencement Date – 100% of replacement cost.
 - ii. From month 13 to month 36 after commencement date- 80% of replacement cost.
 - iii. From month 37 to month 60 after Commencement Date – 60% of replacement cost.
 - iv. From month 61 to month 96 after Commencement Date – 40% of replacement cost.
 - v. From month 97 to month 120 after Commencement Date – 20% of replacement cost.
- b. The Company's liability will be limited to the cost of the Bathroom Waterproofing System (Bathroom Waterproofing Membrane, Tile Adhesives, Tile Grout – Epoxy Based, Multi-purpose Polymer, Unyverseal) replacement only and not the cost of tiles.A
- c. The replacement cost shall be the cost of the SmartCare Bathroom Waterproofing System (excluding tiles) only required to set right the area of system failure only, at the time of the lodgment of claim. The Customer will be liable for the balance costs, which are not the 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.

7. Conditions of Warranty:

- a. SmartCare Bathroom Waterproofing System must have been applied as per Company's instructions and technical data current at the time of purchase and good working practice.
- b. The products must have been stored as specified in their packaging instructions and have been used within their shelf life.
- c. Application of SmartCare Bathroom Waterproofing System should be independent and is not to be used in combination with third party products offering same, or similar functionality.

8. Exclusions:

- a. The warranty shall be void in the following events:
 - i. Water ingress from outer walls/ vertical surfaces, ducts, bathroom, toilets, kitchen sinks or any area not treated with SmartCare Bathroom Waterproofing System on floors above.
 - ii. Water ingress from the ceiling in the bathroom which is treated with the Bathroom Waterproofing System as well as leakages from the terrace.
 - iii. Dampness on walls resulting out of concealed plumbing leakages or capillary water rising.
 - iv. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
 - v. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - vi. Removal, excavation or replacement of tiles and concealed plumbing in the bathroom treated with SmartCare Bathroom Waterproofing System.
 - vii. 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.
 - viii. Leaks or damages resulting from any additional installations on the surface covered with the system or usage on surfaces that already has pre-installed elements that are not consistent with the recommended application.
- b. The Warranty will cover only manufacturing defects of SmartCare Bathroom Waterproofing System and will not cover any defects arising out of factors out of control of the Company, including but not limited to:
 - i. Failure arising out of structural defects
 - ii. Natural calamities such as earthquakes, cyclones
 - iii. Vandalism
 - iv. Acts of God
 - v. Abuse or negligence by the Customer
 - vi. Causes other than defects in SmartCare Bathroom Waterproofing System
 - vii. Improper surface preparation
 - viii. Surface with contaminants and not Saturated Surface Dry (SSD) condition
 - ix. Normal wear & tear
 - x. Any act or omission on the part of the Contractor/Painter causing the SmartCare Bathroom Waterproofing system to be defective by any means.

9. Owner's responsibilities:

Owner should exercise normal housekeeping and after care post application of SmartCare Bathroom Waterproofing System.

10. 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 through the SmartCare Waterproofing Helpline (1800-209-5678) 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 system application process, in which the SmartCare Bathroom Waterproofing 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 materials (Bathroom Waterproofing Membrane, Tile Adhesives, Tile Grout – Epoxy Based, Multi-purpose Polymer) required for repairs are 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. Monitor re-application which is to be carried out in accordance with all its specifications and instructions; and
 - ii. Recommend the contractor to be appointed by the Customer.

11. 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 Bathroom Waterproofing 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 legal proceedings against the other relating to the dispute, unless they have first attempted to settle the matter through mutual agreement and mediation.
- c. In case of any disputes arising out of or in relation to the Warranty, the same shall be subject to the exclusive Jurisdiction of the courts of Mumbai.