

# Product Warranty Details

## Hydroshield Dampproof



## **ABOUT THE PRODUCT:**

Hydroshield Dampproof is fiber reinforced Elastomeric coating used as water proofing basecoat. The product has 10 years warranty subject to terms and conditions set forth below.

## **REGISTRATION:**

To avail the benefits of warranty it is essential to register warranty with us by visiting our website [www.nipponpaint.co.in](http://www.nipponpaint.co.in).

Warranty shall be issued if minimum 60 L of material is purchased.

Warranty period will commence from the date of purchase as evident from invoice of last purchase of the product. Hence it is mandatory that warranty to be registered within 15 days from purchase of the product.

Unique Identity Number (UIN) which is available on the barcode sticker pasted over the container will make the warranty registration process easy and hence customers are requested to retain the paint containers or the Bar code stickers till the warranty gets registered successfully. Please note warranty can be registered without UIN numbers also.

For sites where total purchase of Hydroshield Dampproof exceeds 200 L, special warranty terms and conditions are applicable, please reach out our representative and the warranty is subject to a satisfactory Pre- inspection of the surface to be painted by the company representative. After completion of painting again an inspection will done by company representative and warranty shall be issued only if inspection found to be satisfactory.

## **WARRANTY COVER:**

Throughout this warranty, Paint failure shall mean any one of the following occurring, subject to terms and conditions set forth

1. Film integrity, Flaking, Peeling off Dampproof from one coat of paint coming out of other or coming out of the surface.
2. Cracks developed in the film due to non formation of paint film.
3. External water ingress from vertical area where the product is applied.

## CONDITIONS AND LIMITATIONS:

The warranty shall apply

1. When total volume of purchase is equal to or more than 60 L.
2. In the case of water ingress only to those areas applied with Hydroshield Dampproof.
3. In the normal use and service other areas which are not applied with Hydroshield Dampproof should be free of water seepage and dampness.
4. The entire painting system for Fresh Concrete/ Repainting areas is done as per recommended procedure (Please refer TDS/Over Container).
5. (Dampproof applied is Top coated as per recommendation with Nippon Top Coat products only.
6. Entire terrace area including parapet walls are covered like envelop.
7. Dampproof applied at the forced coverage as mentioned in the TDS.
8. Proper slopes and water outlet provided in terrace to avoid water ponding.

## EXCLUSIONS:

This warranty shall not cover defects caused directly or indirectly by any one or more of the following factors and the company's decision on the cause of the defect shall be final and binding.

1. Due to improper storage or handling of the Product.
2. Due to substandard and / or defective workmanship in the execution of work.
3. Deterioration of paint film including but not limited to staining, efflorescence, fungal / algal growth caused from constant dampness around and within the walls from air conditioning units, high moisture retention caused from water seepage, source of water leakage like plant pots, intermittent dripping of water due to proximity of vegetation, capillary rise of ground level water or defects of similar nature.
4. Defects caused from insufficient paint film thickness that does not cover substrate adequately.
5. Poor or improper surface preparation and paint application procedure or surface with contaminant and not dry.
6. Trace difference in color or texture of new materials being supplied for repair work against previous material.
7. Claims of indirect, incidental or consequential damages resulting from breach of this Warranty are specifically excluded.

## **EXCLUSIONS:**

8. Failure to follow the instructions of the Company on preparation of surface before application of the Product and failure to undertake maintenance of the surface as prescribed by the Company.
9. Intermittent water dripping from overhanging tree branches, terrace gardening.
10. Water ingress from the areas where Dampproof has not been applied and due to capillary rise.
11. Water logging at terrace due to improper maintenance.
12. Building / structural expansion, external punctures on paint film.
13. Factors out of the Company's control.
14. Paint Failures due to structural defects, excessive bird dropping, spitting, and staining due to plant pots.
15. Natural calamities such as earthquakes, cyclones, flood and Abnormal rainfall etc.
16. Failure or defects in the building structure or in previous coat.
17. Vandalism or heavy impact on the paint film with objects having sharp edges.
18. Act of god.
19. Abuse or negligence by customer.

## **CLAIM PROCEDURE:**

1. Any claims under this Warranty should be intimated to the Company (in the manner prescribed below) not later than one week from the day when the defect giving rise to the claim is first discovered.
2. Intimation of claims should be made by any of the following means:
  - a. Calling toll free number: 1800 425 3636;
  - b. Sending an e-mail to: [tu@nipponpaint.co.in](mailto:tu@nipponpaint.co.in)
3. On receipt of intimation of a claim, the Company will arrange for its representative to visit your site and evaluate the nature of complaint. Should the findings of the inspection conclude that the claim falls within the scope of this Warranty, the Company shall provide the limited benefits as detailed in the section below.
4. The original invoice issued at the time of purchase of the Product and the original Warranty Card must be produced to avail of the benefits under this Warranty.

## **COMPANY'S LIMITED LIABILITY:**

Company's liability is limited to material or material and labor cost for the affected area only and any other related, incidental or consequential cost shall be borne by the customer.

Subject to the terms of this Warranty, in the event a Paint Failure due to manufacturing defects occurs during the relevant Warranty Period, the Company will provide the following:

1. The Company will offer, either the required quantity of equivalent or comparable Product at no charge, or the price of the required quantity of the Product (at the market rate prevailing on the date when the claim is lodged) as is necessary to repair the affected area only. The Company will determine the extent of the affected area and the quantity of Product that will be sufficient to repair specific area affected by the defect. The Company's decision on all of the above matters (which shall be made in its sole discretion) shall be final and binding.
2. The Company will pay the labour costs required to repair specific area affected by the defect. The Company will estimate the labour cost required to repair the affected area based on the existing market rate in the location of the site. The labour cost may be determined on basis of a per sq. ft. rate or on a daily wages basis. The Company's determination of appropriate labour costs and the basis for the costing shall be final and binding.
3. Benefits under this Warranty will be made available only if (i) Warranty is registered (ii) the said benefits are accepted as full and final settlement of all claims against the Company and (ii) agrees to keep the facts and all matters concerning the defects, claim and the benefits provided under this Warranty confidential at all time.
4. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

## **JURISDICTION:**

All disputes arising from, related to or in connection with this Warranty will be subject to the exclusive jurisdiction of appropriate courts in Chennai, to the exclusion of any other Court that may have jurisdiction in such matter.

## **MISCELLANEOUS:**

Except as expressly warranted herein, the company expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, quality or fitness for particular purpose.

The Company shall use its reasonable efforts to ensure that the replacement material required for the repairs is available to customer as soon as possible, but does not assume any liability for any delay caused in this respect.

The company reserves the right to visit the site to carry out inspection at the site where claim has been raised. Customer should not do any rectification or repairs of the affected areas before such visits, if done so then the warranty becomes null and void.

All disputes arising from, related to or in connection with this Warranty will be subject to the exclusive jurisdiction of appropriate courts in Chennai, to the exclusion of any other Court that may have jurisdiction in such matter.

## CUSTOMER AND WARRANTY DETAILS

Customer Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Address: \_\_\_\_\_

Warranty Number: \_\_\_\_\_

Base: \_\_\_\_\_ Shade Code / Name: \_\_\_\_\_

Quantity: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

Warranty Cover: \_\_\_\_\_ Warranty Period: \_\_\_\_\_

Quality Assurance

Nippon Paint (India) Private Limited

### **Signature & Seal.**

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I hereby declare that I have read and understood the terms, conditions and liabilities pertaining to this warranty.

Customer Signature: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**CORPORATE OFFICE**

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[www.nipponpaint.co.in](http://www.nipponpaint.co.in)