**Product Performance Warranty**

**Jotun India Pvt Ltd.** (hereinafter referred to as the Warrantor) offers **XYZ** (hereinafter referred to as the Owner) the following warranty covering the performance of the coating system applied to the positions as described in Appendix 1 on **ABC site** (hereinafter referred to as the Property), located at **ABC west, DEF, India** subject to the following terms, conditions and limitations.

The products, systems and areas covered under this warranty are identified in Appendix 1 which forms a part of this warranty.

1 coat **Jotashield WaterXtreme Basecoat** (5% Diln with fresh potable water)
2 coats **Jotashield WaterXtreme Topcoat** (Diln max 10%)
(Shade no. – 000)

For the purpose of monitoring the warranty, one or two trial walls shall be painted under Jotun direct supervision and as long as in such areas, the integrity of the paint film is not affected, the warranty cannot be invoked.

**All horizontal surfaces have to be coated with the third coat of topcoat for extra added protection.**

**For repainting job, the surface should be cleaned with Biowash prior to painting**

1. **SCOPE OF Warranty**

1.1 For sites where the quantity of paint usage exceeds 300 litres, the warranty is applicable, subject to satisfactory pre-inspection of the surface to be painted by the company representative.

1.2 The warranty covers replacement coating materials to repair defective coated areas on the Property caused by manufacturing defects of the coating material and shall not exceed actual quantity of above referred paint supplied by us.

1.3 The warranty shall commence on the date of completion of the work and will terminate 10 years from the Commencement date.

The period of this warranty shall not be extended in the event of coating repairs being carried out under the terms of this warranty or otherwise.

1.4 The Warrantor's maximum liability for cost of repair hereunder shall not exceed in the aggregate, the total value of the paint originally supplied to the Property.

The cost of repairing defective areas covered by the terms of this guarantee for the account of the Warrantor is as per the following schedule:

1st year 100% of needed material

2nd year 90% of needed material

3rd year 80% of needed material

4th year 70% of needed material

5th year 60% of needed material

6th year 50% of needed material
7th year 40% of needed material
8th year 30% of needed material
9th year 20% of needed material
10th year 10% of needed material

1.5 An area will be considered defective where the coating film is peeling, cracking, blistering, showing excessive chalking & fading which is not part of the normal weathering process.

1.6 An area will not be considered defective where

- The warranty will be evoked only when the fungus or algae spread is more than 10 square feet on wall surfaces
- growth of fungi or algae is caused by leaks arising from structural defects.
- De bonding of the base (material used for leveling) from the surface & cracks formation on the same.
- The substrate is affected by water seepage, constant/rising dampness in the substrate constant submersion in water or water condensation resulting from temperature gradients.
- The coated surfaces are constantly, intermittently or accidentally exposed to chemicals that are corrosive the coating.
- The coating is subjected to abnormal weight or pressure by extension or other auxiliary to the building.
- Surface exhibit Plaster failure (Surface should be non-chalky, non-porous, non-alkaline and devoid of any surface cracks and free of laitance) and the actual application is done strictly in accordance with our instructions for use as detailed in our Technical data sheets.
- There is a reduction of Gloss/Sheen/Ageing which is a part of the normal weathering process.
- Paint supplied by us and will not cover any problems due to plaster failure or Frosting or Efflorescence.

1.6 The reference areas have been painted in the presence of Contractor & Jotun Technical team on the basis of which any claim will be measured.

Reference areas report attached with photograph

1.7 The warranty on anti algae/antifungal performance is restricted for a period of 5 years from the date of commencement of the project

1.8 The warranty on Water proofing from external wall is restricted for a period of 10 years from the date of commencement of the project
2. **EXCLUSIONS**

2.1 Damage to the coating system caused by external factors including, but not limited to, normal wear and tear, vandalism, improper cleaning or improper use, point loads or mechanical causes, fire, explosion, vibration, structural defects and/or movement, lightning, thunderbolt, earthquake and all other unusual occurrences.

2.2 Damage to the coating system due to intermittent dripping of water proximity of vegetation or air-conditioning units or any other source of water leakage like plant pots.

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

2.4 Inadequate housekeeping of terrace or roof resulting in to water logging.

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

2.6 Exposure of Jotashield WaterXtreme Basecoat and/or Jotashield WaterXtreme Topcoat to damaging substances such as chemicals, solvents or oils.

2.7 Building or structural expansion or additions or reductions, shifting, distortion.

2.8 Puncturing of coating due to sharp objects, moments of heavy articles, fixing of antenna or other structures on the terrace.

2.9 Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.

2.10 Leaks or damages resulting from any additional installations on or through the product or flashing after the initial installation that is not consistent with Jotashield WaterXtreme Basecoat and/or Jotashield WaterXtreme Topcoat.

2.11 Paint failure due to moss and other vegetative growth, excessive bird droppings/ spitting & staining due to plant pots.

2.12 Failure or defects in the structure or previous coatings.

2.13 Any act or omission on the part of the contractor or the painter causing the paint or application of the paint to be defective by any means.

3. **MAINTENANCE AND REPAIRS**

3.1 Damages and coating imperfections not falling under the terms of this warranty to be repaired with Warrantor's products using the Application Work specifications as given by Guarantor and at the expense of the Owner.

3.2 Repairs falling within the warranty may be carried out only after consultation with and approval of the Warrantor and subject to the same conditions as applied to the original coating system using Warrantor’s products.

3.3 The Warrantor will make every reasonable effort to provide coatings required for the repairs that match the existing system in respect of colour and texture. The Guarantor, however, does not warrant that no deviation may occur.
3.4 The Warrantor reserves the right to change the system or materials used for the repair work for another suitable system or material if original system is found to be obsolete or unavailable.

APPENDIX 1

Identification of positions, systems and areas covered by the Warrantee

<table>
<thead>
<tr>
<th>Property</th>
<th>XYZ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface preparation</td>
<td>Moisture &amp; Surface preparation checked by our Paint Inspector</td>
</tr>
<tr>
<td>Coating system</td>
<td>1 coat Jotashield WaterXtreme Basecoat 2 coats Jotashield WaterXtreme Topcoat (shade no. – 0000)</td>
</tr>
<tr>
<td>Area</td>
<td>000000 Sq.Ft.</td>
</tr>
<tr>
<td>Owner</td>
<td></td>
</tr>
<tr>
<td>Paint Applicator</td>
<td></td>
</tr>
<tr>
<td>Date of completion of treatment (Job)</td>
<td></td>
</tr>
<tr>
<td>Date of commencement of Warranty</td>
<td></td>
</tr>
</tbody>
</table>

Please note:
1) This is not a warranty document.
2) Warranty will be applicable only if warranty document is issued by Jotun India Pvt. Ltd., duly stamped and signed by authorized signatory.
3) Please contact local Jotun sales representative for further details.