

Jotun India Pvt. Ltd. (hereinafter referred to as the Warrantor) offers **XYZ** (hereinafter referred to as the Owner) the following warrantee 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 warrantee.

- 1 coat Jotashield Alkali Resistant Primer or Acrylic Emulsion Primer (40% dilution with fresh water)
- 2 coats Easy Coat Plus (40% dilution with fresh water)
(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 3 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 80% of needed material
- 3rd year 60% 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
- 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.
 - 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

2. EXCLUSIONS

- 2.1 Damage to the coating system caused by external factors including, but not limited to, deterioration of the systems 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 Any and all consequential and incidental damages including but not limited to, damages to the Property, or any of its contents, or for loss of time or use of the Property, labour costs, material costs not expressly provided for herein, and the like associated with coating repair work, or for loss of profits or revenue, or for expenses of Owner due to employees, agents, operators or charters of the Property, or for any claims by third parties against Owner.
- 2.3 Paint failure due to moss and other vegetative growth, excessive bird droppings/ spitting & staining due to plant pots.
- 2.4 Failure or defects in the structure or previous coatings
- 2.5 Surface with contaminants and not dry
- 2.6 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

2.7 Warranty will not be applicable on Texture finishes in heavy rainfall area like Kerala / Mumbai and Goa

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

All Appendices form part of this Warrantee.

APPENDIX 1

Identification of positions, systems and areas covered by the Warrantee

Property : **XYZ**

Surface preparation : **Moisture & Surface preparation checked by our Paint Inspector**

Coating system : **1 coat Jotashield Alkali Resistant Primer or Acrylic Emulsion Primer**
2 coats Easy Coat
(shade no. – 0000)

Area : **000000 Sq.Ft.**

Owner :

Paint Applicator :

Date of completion of treatment :

Date of commencement of Warranty:

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.*