



Damp Seal XT Primer

WARRANTY BOOKLET

Indigo Paints Ltd. (referred to as "Company") offers **Five (5) Years Warranty** from date of purchase, on the application system for its product Damp Seal XT Primer for application on vertical surfaces. The Indigo Paints Damp Seal XT Primer Exterior system consists of usage of Indigo Damp Seal XT Primer (henceforth referred to as Damp Seal XT Primer) as per the system of application mentioned in the product information sheet.

Warranty Criteria:

- 1) Minimum Purchase For the warranty to be valid: Minimum 60 Ltrs of Damp Seal XT Primer should have been purchased and consumed on a single building.
- 2) All vertical walls need to be coated with the said product.
- 3) Customer should produce the proof of purchase (GST invoice of the dealer form where purchase was made) including those of Indigo primers & Indigo undercoats etc. as per the recommended system / proportion. Estimate sheets and/or Bills without GST/Tax details will not be treated as valid purchase proof.

Extent of Warranty:

- a. When the total volume of the said system purchased exceeds 60 Lit and the usage on a particular site exceeds 60 Lit.
- b. For sites where the quantity of the said system usage exceeds 200 Lit, the Warranty is applicable subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
- c. Only the interior walls corresponding to exterior facing surface that has been painted using Damp Seal XT Primer 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 Seal XT Primer Exterior
- d. Under normal use and service, the roof & vertical walls of building which is not coated by Damp Seal XT Primer 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:
 - a. Film integrity, flaking and peeling of the paint Damp Seal XT Primer caused by one coat of paint coming off from another or the paint film coming off the substrate
 - b. The paint film shows blistering, splits, tears, cracks or shows evidence of excessive weathering due to defective material.
 - c. External water ingress through vertical exterior walls
 - d. The Company does not give any warranty against dirt pick up of Damp Seal XT Primer on horizontal or vertical area

Commencement and Duration

- a. This Warranty shall commence from the date ("the Commencement Date") on the valid purchase GST bill.
- b. If there is a break or recess period in the painting work on the same building, the warranty period will remain the same ie; from the date of the GST invoice.

- 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 five (5) years for waterproofing performance from the date of the GST invoice.
- 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:

Vertical application:

- a) Damp Seal XT Primer system has been used for vertical exterior masonry wall surfaces post recommended surface preparation.
- b) Damp Seal XT Primer system is applied at coverage rate specified in the technical data sheet.
- c) Damp Seal XT Primer is top coated with two-three coats of an exterior emulsion.
- d) Entire vertical structure is painted with Damp Seal XT Primer System (Damp Seal XT Primer+ topcoat.)

Liability:

- a. The Company's liability will reduce over the warranty period according to the following scale:
 - 1. Within the first 6 months after Commencement Date – 100% of replacement cost
 - 2. From month 7 to month 12 after commencement date- 70% of replacement cost
 - 3. From month 13 to month 18 after Commencement Date – 60% of replacement cost
 - 4. From month 19 to month 25 after Commencement Date – 40% of replacement cost
 - 5. From month 26 to month 36 after Commencement Date – 30% of replacement cost
 - 6. From month 37 to month 48 after Commencement Date – 20% of replacement cost
 - 7. From month 49 to month 60 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 Damp Seal XT Primer 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. Damp Seal XT Primer must have been applied as per Company instructions and technical data current at the time of purchase and good working practice.
- b. Warranty will be applicable only for seepage from vertical surfaces or outer walls where if Damp Seal XT Primer is applied.

- c. The product must have been stored as specified in their packaging instructions and have been used within their shelf life.
- d. Damp Seal XT Primer 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 Damp Seal XT Primer
- 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 Damp Seal XT Primer is not applied due to inaccessibility of that area
- g. Warranty will 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 Damp Seal XT Primer 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 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. 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 Damp Seal XT Primer 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 Damp Seal XT Primer

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

Owner's responsibilities

- a. Owner should exercise normal housekeeping and after care post application of Damp Seal XT Primer system.

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 Damp Seal XT Primer 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
 - 1. 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 Damp Seal XT Primer 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 Pune.
- d. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times