



APEX
ULTIMA PROTEK
DURALIFE

WARRANTY
BOOKLET

APEX ULTIMA PROTEK DURALIFE

THE ULTIMATE SOLUTION

Making a beautiful home and keeping it beautiful isn't easy especially when the quality of your exterior paint is questionable. Only the right exterior paint can keep your home looking young and beautiful, fighting hostile elements for years.

Apex Ultima Protek Duralife System is a robust exterior painting system that gives your structure holistic protection along with unmatched beauty. Address specific problems like dampness, algae, cracks and colour fading that tarnish the health and looks of your exteriors with Apex Ultima Protek Duralife System.

For the purpose of this warranty document, any reference to "company" shall mean Asian Paints Ltd. The warranty is valid only on the customer's registration with us. To register, please call us on 1800-209-5678 and kindly comply with the requisites.

Warranty ID. No.

WARRANTY COVER

Apex Ultima Protek Duralife System for exteriors is a high performance painting system that offers 15 year long durability (colour retention & film integrity) warranty on vertical surfaces, 10 year waterproofing warranty on vertical surfaces, 10 year anti-algal warranty on vertical surfaces. The first of its kind, the warranty covers product performance against not just fading, flaking and peeling but also covers, blisters, splits, tears and excessive weathering of paint film and prevention of water ingress through vertical walls. With 15 year durability and 10 year waterproofing and anti-algal warranty, you can be assured that your home will look younger and brighter, year after year, for years to come.

WATERPROOFING WARRANTY EXCLUSION

The system (henceforth referred to as “Protek Duralife System”) consists of usage of Protek Duralife Basecoat and Topcoat on vertical walls and the usage of Asian Paints SmartCare Damp Proof on terraces once every five years for a period of 10 years or usage of Asian Paints SmartCare Membranes which last every 10 years. If it is not applied on the roofs/horizontal areas, 10 year waterproofing warranty will not be covered. 10 year durability warranty on colour retention and film integrity on vertical walls and 10 year anti-algal warranty on vertical walls will still be valid if the Protek Duralife Basecoat + Protek Duralife Topcoat System is applied on the entire vertical surface in the recommended manner.

COMMENCEMENT AND DURATION

- a. This warranty shall commence from the date (“the commencement date”) of completion of the painting project on the said building or the structure.
- b. If there is a break or recess period in the painting work on the same building, finalizing the commencement date shall be at the discretion of the Asian Paints team.
- c. The company at its own discretion may appoint a person to inspect and validate the application of the system as per the directions specified.
- d. The warranty shall be for a period of fifteen (15) years on durability parameters (film integrity and colour retention) and ten (10) years on waterproofing and ten (10) years anti-algal performance from the commencement date.
- e. If any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

EXTENT OF WARRANTY

The warranty shall apply where:

- a. The total volume of the said system purchased exceeds 60 litres and the usage on a particular site exceeds 60 litres
- b. Under normal use and service, the roof or vertical walls of building which is not coated by Protek Duralife System should be free of water leakage or seepage
- c. The company will only provide replacement cost for paint and labor 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 words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this warranty:-
 - i. Film integrity, flaking and peeling of the paint Protek Duralife Basecoat and/or Protek Duralife Topcoat 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 or shows evidence of excessive weathering due to defective material
 - iii. Shade fading
 - iv. Growth of fungus and algae on wall surfaces*
(at least spread over a minimum area of 1 sq. mtr. (10 sq. feet)

- e. Water ingress through exterior surfaces (only vertical walls) where Protek Duralife System is applied (water ingress through the roof or any through any other part of the structure not protected through the Protek Duralife System will not be covered by this warranty)

*Please note: The warranty on waterproofing (external water ingress) is only for period of ten (10) years & anti-algal/anti-fungal performance is only for a period of ten (10) years only from the date of purchase.

APPLICATION

This warranty shall only be applicable where:

- a. Protek Duralife System has been used for vertical exterior masonry wall surfaces only.
- b. All elements of surface preparation prior to the application and application work, have been done in accordance with the instructions provided for Protek Duralife with regard to surface preparation and application as in the product information sheet.
- c. Protek Duralife Basecoat is applied at a coverage rate specified in the product information sheet i.e. not exceeding 30 sq.ft./litre.
- d. Protek Duralife Basecoat is top coated with Protek Duralife Topcoat on vertical walls wherein Protek Duralife Topcoat is applied as per instructions on the product information sheet of Protek Duralife Topcoat.
- e. Protek Duralife Topcoat is applied at a coverage specified in the product information sheet i.e. 5.1 to 6 sq. meter/litre (55-65 sq.ft./litre).
- f. Cracks up to 3mm on the surface are filled with Asian Paints SmartCare Crack Seal applied as per instructions in its product information sheet before application of Asian Paints Duralife Basecoat.
- g. Expansion joints are sealed with Asian Paints SmartCare Hybrid PU (SPUR) sealant wherever applicable.

- h. Window frame joints are sealed with Asian Paints SmartCare Unyverseal.
- i. Loose plaster and structural cracks are repaired as per standard construction practices.

LIABILITY

- a. The company will be liable for the replacement cost of the Protek Duralife Basecoat, Protek Duralife Topcoat paint and labour only required to set right the area of paint failure only, at the time of the lodgement of claim.
- b. The labour rate will be determined by the company and it will be a reflection of the current prevailing market labour rates and the same will not be disputed by the customer, at any point of time. The labour rate may be determined on the basis of a per sq.ft. rate or on a daily wage rate. The customer will be liable for the balance costs, which are not company's obligations, as indicated above.
- c. 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 here in this clause.

EXCLUSIONS

a. The warranty will be void in the following events:

- i. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
- ii. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- iii. Water seepage arising out of interior components of the building like concealed plumbing, bathroom/toilets with eroded tile joints or faulty nahani traps etc.
- iv. Growth of algae or fungus on surfaces other than the masonry walls.
- v. Inadequate housekeeping of terrace or roof, rainwater drain lines resulting into water logging.
- vi. Deterioration of film integrity and shade fading due to efflorescence or lime blooming arising from the masonry wall.
- vii. Inadequate housekeeping of terrace or roof resulting into water logging.
- viii. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
- ix. Exposure of Protek Duralife System to damaging substances such as chemicals, solvents or oils.
- x. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.

- xi. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.
- xii. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- xiii. 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.
- xiv. Water seepage through ducts or other areas where Protek Duralife System is not applied due to inaccessibility of that area.
- xv. Any extension of building/civil or structural modification post painting will make the warranty void.
- xvi. Warranty will be void in case of mechanical damage/puncturing of the paint film (whether on horizontal or vertical) including but not limited to sharp objects, plantation near the building etc.
- xvii. The warranty will not be valid in case of failure of the underlying plaster or putty coat or texture paint which in turn causes a failure of the Protek Duralife film.
- xviii. The warranty will be void in case of water leakages arising out of uncoated surfaces/structures that are directly connected to the structure painted with Protek Duralife System.

b. The warranty will cover only the manufacturing defects of Protek Duralife Basecoat and/or Protek Duralife Topcoat 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, damage of paint due to ants & insects 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 the Protek Duralife Basecoat and/or Protek Duralife Topcoat and/or SmartCare Damp Proof
- 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 Protek Duralife system or the application of Protek Duralife system to be defective by any means

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. The company reserves the right to carry out inspections of the paint Protek Duralife and SmartCare Damp Proof's application process, in which the Protek Duralife 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 Protek Duralife System.
- c. The company shall use its best efforts 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.
- d. 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 Protek Duralife 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.

For feedback and complaints write to Marketing Manager – Services at the mentioned Asian Paints address or call 1800-209-5678. Free sample. Not for retail sale.

No part of this material may be reproduced or copied in any form or by any means (graphics, electronic or mechanical, including photocopying recording, taping or information storage retrieval system) or reproduced in any disc, tape, perforated media or other information storage device etc. without the written permission of Asian Paints Ltd. All Rights Reserved. Copyright Asian Paints Ltd. All disputes are subject to Mumbai jurisdiction only.

WARRANTY INFORMATION

Customer Details

Name Contact

Site Address

Warranty Identification no. (Win)

(To be issued to the customer by helpline operator)

Warranty commencement date

Product Details

Shade Name Quantity (ltrs.)

Batch No. Mfg. Date

Area to be painted (in sq. ft.)

Dealer Details

Dealer Name

Address

Invoice No. Invoice Date

Dealer's Stamp

To be filled by the customer

Contractor's Name

Address

Tel. No.



To know more, visit: www.asianpaints.com,
customercare@asianpaints.com
Asian Paints Ltd, 6A Shanti Nagar, Santacruz (E),
Mumbai - 400 055