

TRACTOR
EMULSION

asianpaints

TRACTOR EMULSION WARRANTY BOOKLET



3 Year Performance Warranty

Tractor Emulsion

TE/TE Shyne is an economy interior emulsion that offers a 3 Year performance warranty which is a first of its kind in the interiors economy category.

THE MINIMUM PURCHASE

As a special promotional offer, this warranty is now valid on the minimum purchase of 20 liters and above of TE/TE Shyne till stocks last.

A SIMPLE REMINDER

It's essential that you register your warranty to avail the above-mentioned benefits. Refer to the Warranty information for further details.

HOW TO REGISTER YOUR WARRANTY

- a) Call our Asian Paints Helpline on 1800-209-5678, within fifteen days from the date of purchase of TE/TE Shyne.
- b) Keep the following information ready. This will help the Company to log in the Customer Warranty details electronically, so that the Company can issue Customer Warranty Identification Number
 1. Customer name and contact details
 2. Site address
 3. Quantity of TE/TE Shyne purchased.
 4. The name of the paint shop where the customer bought TE/TE Shyne
 5. Invoice Number
 6. Date of purchase
 7. Name of the contractor who applied TE/TE Shyne
 8. Mobile number/Telephone number of the contractor who applied TE/TE Shyne
- c) Your call will be recorded, and the Warranty will be registered electronically.
- d) The operator will issue a unique Warranty Identification Number
- e) Should you ever experience a problem or have any questions regarding the Warranty, call on 1800-209-5678 and keep this booklet with your unique Customer Warranty Identification Number and invoice at hand
- f) For sites where the quantity of TE/TE Shyne usage exceeds 300 liters, the Warranty is subject to a satisfactory pre-inspection of the surface to be painted, by the Company's representative.
- g) For inspection of those sites where the quantity of TE/TE Shyne usage exceeds 300 liters, call our Asian Paints Helpline on 1800-209-5678 and provide Customer name, contact details and approximate interior surface area to be painted
- h) The Company's representative will pre-inspect the

surface to be painted of those sites where the quantity of TE/TE Shyne usage exceeds 300 liters within 10 days of calling our Helpline.

- i) Post the completion of the painting of those sites where the quantity of TE/TE Shyne usage exceeds 300 liters, you must call our Asian Paints Helpline on 1800-209-5678 and provide details as indicated in Clause (b).
- (b). This will be followed by a post-painting inspection by the Company's representative
- j) Your Warranty Identification Number will be provided subject to satisfactory inspection by the Company's representative

EXTENT OF WARRANTY

THE WARRANTY SHALL APPLY WHERE:

- a) The total purchase of TE/TE Shyne exceeds 20 liters for usage in a particular site.
- b) The Company will 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.
- c) Throughout this Warranty, the words "Paint Failure" shall mean any of the following occurrence, subject to the other conditions laid under this Warranty:
 1. Flaking or peeling of the paint TE/TE Shyne, caused by one coat of paint TE/TE Shyne coming off from another or the paint TE/TE Shyne film coming off from the substrate
 2. Shade fading

COMMENCEMENT AND DURATION

- a) The Warranty shall commence on the date ("the Commencement Date") that the customer telephonically lodges his Warranty with the Company by contacting 1800-209-5678 and furnishing all the purchase and personal details requested by the Company. In order for this Warranty to be valid, the registration needs to be done within Fifteen (15) days of the purchase date of TE/TE Shyne
- b) The Company at its own discretion may appoint a person to inspect and validate the application of the TE/TE Shyne as per the directions specified
- c) The Warrant shall be for a period of Three (3) years from the Commencement Date on all performance parameters mentioned earlier in the conditions
- d) 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:

- a) TE/TE Shyne has been used on the interior masonry wall surfaces only
- b) It shall be mandatory to have applied an undercoat of Asian Paints TruCare Interior Wall Primer with an obtained coverage of 100-120sqft/Ltr in 1 coat, subsequently followed by at least 2 top-coats of TE/ TE Shyne
- c) The Customer has used the entire paint system recommended by the Company as given in the directions for use section. Final coverage obtained post the correct usage should be between 100 – 110 sq.ft./l
- d) Warranty shall not be applicable in case of Paint Failure due to Dampness or any other kind of Water Proofing issue

LIABILITY

- a) The Company's liability will reduce over the Warranty period according to the following scale:
 1. In the first 6 months after Commencement Date – 100% of replacement cost
 2. From month 7 to month 12 after Commencement Date – 80% of replacement cost
 3. From month 13 to month 24 after Commencement Date – 50% of replacement cost
 4. From month 25 to month 36 after Commencement Date – 20% of replacement cost
- b) The replacement cost shall be the quantity of the paint TE/TE Shyne and costs of labour only required to replace the area of Paint Failure, at the time of the lodgment of claim. 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 wages rate. The Customer will be liable for the balance costs, which are not Company's obligations, as indicated above. The maximum liability of Company if any, shall never exceed the limits as set out in a) and b) 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

The Warranty will cover only manufacturing defects of TE/TE Shyne and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- a) Paint Failure due to structural defects and damage of film due to high abrasion of the surface with furniture, nails or other sharp objects
- b) High alkalinity, water leakage and seepage within the building structure and continuous dampness of the surface
- c) Paint applied on a surface which is contaminated, improper painting system followed or inadequate curing time for the paint film to dry
- d) Usage of improper shade recipes or incorrect bases for tinting colours

- e) Natural calamities such as earthquakes, cyclones, etc.
- f) Failure or defects in the structure or previous coating
- g) Vandalism
- h) Acts of God
- i) Abuse or negligence by the Customer
- j) Causes other than defects in TE/TE Shyne
- k) Normal wear and tear
- l) Any act or omission on the part of the Contractor/Painter causing TE/TE Shyne or the application of TE/TE Shyne 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 he believes that the Company is liable in terms of the Warranty. The Company reserves the right to carry out inspections of the paint TE/TE Shyne application process, in which TE/TE Shyne 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 Customer shall not be entitled to perform any repairs to or remove or tamper with any part of the paint, TE/TE Shyne
- c) The Company shall use its best endeavours 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:
 1. Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
 2. Appoint a contractor and/or approve the contractor appointed by the Customer
- e) 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 TE/TE Shyne. There are no warranties expressed or implied under law, which extend beyond the Warranty set out herein
- f) 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
- g) In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Mumbai
- h) The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times



For more information on our products and services,
log on to www.asianpaints.com or call 1800-209-5678
Professional Helpline: 1800-200-3335 | www.asianpaints.com/pro