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| Warranty Document | 2017 | |
|  | | Waterproofingwale Painting Solution |



**Waterproofingwale Warranty**

Waterproofingwale (referred to as "Painting solution Agency/Company") offers a Seven (7) years Waterproofing Warranty and five (5) years Anti-algai/ Anti-fungal Warranty from the date of Execution , on its product & service called Waterproofingwale, a High Performance Exterior Waterproof Coating(referred to as " Waterproofingwale”).

1. **Extent and Applicability of Warranty**
2. The Warranty shall apply only:
3. If the total volume of Waterproofingwale Product solution usage on a particular site exceeds 50000 sqft on a single site.
4. For sites where the usage exceeds 50000 sqft , the warranty shall be applicable subject to a satisfactory pre-inspection of the exterior surface to be coated by the authorized representative of the Company.
5. Registration of Request for warranty to be made by the Consumer within 15 days of Starting the job .
6. Where the usage of the product & service is more than 50000 sqft , issuance of satisfactory completion certificate by the authorized representative of the Company will take place , post completion of work.
7. In accordance with Liability as indicated in Section 5 the Company’s liability will be limited to providing replacement of Waterproofingwale coating for re-application of coating, as may be necessary to set right the Coating Failure in the affected portion only.

In addition to the above the Company will bear the cost of labour, required for the reapplication of Coating, in the affected portion only. In such an event, the Company will issue a letter in writing, pre-approving such labour cost before the commencement of repair work. The labour rate will be determined by the Company and it will be a reflection of the current prevailing market labour rates on the basis of per sq. ft. rate or on the basis of daily wages rate and the same will not be disputed by the customer at any point of time.

1. The words **"Coating Failure"** shall mean any of the following:-
   * 1. Film integrity, flaking, peeling and blistering of Waterproofingwale, coating caused by one coat of Waterproofingwale coating coming off from another or Waterproofingwale film coming off from the substrate
     2. Growth of fungus and algae on wall surfaces\* (at least spread over a minimum area of10 sq feet)
     3. Failure of Waterproofing, viz., Water ingress from exteriors through the Coatings in Exterior Vertical Walls

**\*Please Note:** The warranty on anti-algal / anti-fungal performance is only for a period of Five (5) years from the date of purchase.

PLEASE NOTE THAT THIS WARRANTY IS SUBJECT TO THE CONDITIONS MENTIONED HEREIN.

1. **To Register Warranty**
2. For Registration of a site call our Waterproofingwale Advice Centre on 022- 27581002 and provide customer name, contact details and approximate exterior surface area to be coated.

Note: The pre inspection checklist/report is only for water proofing and should not be used as a substitute for proper structural check/audit of the building.

1. Upon registration of the application, a Unique Warranty Id will be generated, which will be the reference code for the Customer for future communication.
2. Customer must ensure the contractor carries out application as per product data sheet and Waterproofingwale Application Checklist.
3. Post the completion of the coating, the customer has to submit following to the Company:-

**Customer details**

|  |  |
| --- | --- |
| Customer Name |  |
| Site Adess |  |
| Mobile Number |  |
| Warranty Request Number |  |

**Product details**

|  |  |
| --- | --- |
| Product Name | Waterproofingwale |
| Quantity consumed (in litres) |  |
| Batch Number(s) |  |
| Manufacturing date(s) |  |
| Area coated with Waterproofingwale (in sq. ft.) |  |

**Contractor details**

|  |  |
| --- | --- |
| **Contractor’s Name** |  |
| **Contractor’s Adess** |  |
| **Contractor’s Tel No./ Mob No.** |  |

1. Final warranty certificate will be issued after satisfactory validation of completed site by authorized representative of the Company. Such validation does not imply approval by the Company of the method of application or compliance with the conditions of warranty but is merely a validation of proper purchase entitling the customer to the warranty in accordance with the terms and conditions of this warranty.
2. The customer shall attach stamped receipt of purchase to the warranty letter and retain the same during tenure of the warranty.
3. The customer may call on 022-27581002 if he experiences a problem or have any questions regarding the Warranty. An authorized representative of the Company would contact the customer within 7 working days from the date of enquiry.
4. **Commencement and Duration**
5. This Warranty shall commence from the date of (Commencement Date) , the Company at its sole discretion may appoint a person to inspect and validate the work.
6. The Warranty shall be for a period of seven (7) years from the Commencement Date on all performance parameters except Algae and/or Fungal growth for which it will be for a period of Five (5) years from the Commencement Date as mentioned above
7. It is clarified that where any claim arises during the warranty period, the period will commence only from the original date of the Commencement Date .

Notwithstanding anything mentioned herein, this warranty is the customer’s sole remedy and no other express or implied warranty is provided.

This liability of the Company shall be strictly limited to the aforementioned obligations and is expressly provided that the Company shall not be liable for any indirect or consequential or incidental damages or any loss of income, profits or contracts whether caused by breach of contract, negligence, tort or otherwise.

The Company’s maximum liability is limited to the amount of the original purchase price of Waterproofingwale only. No representative of the Company or any other person has any authority whatsoever to assume for the Company any other liability or responsibility.

1. **Application**

This Warranty shall only be applicable where

1. Waterproofingwale was used on exterior masonry wall surfaces only.
2. All elements of Surface Preparation prior to the Application and application work have been done in accordance with the instructions provided for Waterproofingwale with regard to surface preparation and Application as in the Product Data Sheet & Waterproofingwale Application Check list.
3. Final coverage achieved after completion of the application of Waterproofingwale, in accordance with the specified process, should be between 30 and 35 sq.ft/ltr.
4. **Liability**
5. Subject to clause below, the Company's liability will be limited to replacement of Waterproofingwale material as may be necessary to repair the affected areas subject to a maximum of the quantity purchased as per registered warranty.
6. The Company’s liability will reduce over the warranty period according to the following scale:
7. In the first 12 months after Commencement Date - 100% of replacement cost
8. After month 12 to month 24 after Commencement Date - 80% of replacement cost
9. After month 24 to month 36 after Commencement Date - 60% of replacement cost
10. After month 36 to month 48 after Commencement Date - 40% of replacement cost
11. After month 48 to month 60 after Commencement Date - 30% of replacement cost
12. After month 60 to month 84 after Commencement Date - 20% of replacement cost
13. In addition the Company, will also bear the cost of Labour, required for the reapplication of Coating, in the affected portion only. In such an event, the Company will issue a letter in writing pre-approving the labour cost before the commencement of work.

The labour rate will be determined by the company and it will be a reflection of the current prevailing market labour rates on the basis of per sq. ft. rate or on the basis of daily wages rate and the same will not be disputed by the customer at any point of time.

1. The Customer will be liable for all other costs excluding material replacement cost and labour as covered in this document (as stated in Clause 5b & 5c).
2. The Company will not be liable for any other cost or indirect or consequential loss or damages to the customer or to any other person. The customer's exclusive and sole remedy under this Warranty shall be as mentioned herein in this clause.
3. **Exclusions**
4. The Warranty will be void in the following events:
   1. Intermittent ipping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like potted plants, plants or water flow from overhead tank etc.
   2. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
   3. Growth of algae or fungus on surfaces other than masonry walls.
   4. . Waterproofingwale is not consumed within 90 days of the date of purchase.
   5. Dampness from internal walls due to leakages from bathrooms, kitchens etc.
5. The Warranty will cover only manufacturing defects of . Waterproofingwale. The warranty will not cover any defects arising out of factors out of control of the Company, including but not limited to:
6. Coating failures due to structural defects, moss and other vegetative growth, excessive bird oppings/spitting, water leakage and seepage in the building structure and continuous dampness of the surface, staining due to plant pots, efflorescence, water-logging / stagnant water.
7. Natural calamities such as earthquakes, cyclones and flooding
8. Failure or defects in the structure or previous coating, or any repair work undertaken
9. Damage caused by vandalism, accidents and fire
10. Act of God
11. Abuse or negligence by the Customer
12. Causes other than defects in Waterproofingwale
13. Improper surface preparation
14. Surface with contaminants
15. Normal wear and tear
16. Misuse of . Waterproofingwale
17. Wilfully inflicted damage
18. Exposure to chemicals, acids or fumes
19. Failure to follow instructions
20. Any act or omission on the part of the Contractor/Painter causing . Waterproofingwale or the application of . Waterproofingwale to be defective by any means. While durable and fade resistant colour pigments are used in the manufacture of . Waterproofingwale, experience has proven, particularly in coastal areas that fading and chalking do occur with all coating products. Within normal limits this is not considered as a . Waterproofingwale's failure and this warranty shall not be applicable for such fading / chalking.
21. **Claims and Repairs**
22. 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.
23. 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 Waterproofingwale's application process, in which . Waterproofingwale 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 Waterproofingwale.
24. The Company shall use its best endeavors to ensure that Waterproofingwale 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 any delay caused in this respect.
25. The Company, in its sole discretion shall be entitled to
26. Control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions; and
27. Appoint a contractor and / or approve the contractor appointed by the Customer.
28. **Miscellaneous:**
29. This Warranty disclaims any liabilities, in contracts, tort or otherwise including negligence and strict liability. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
30. If any dispute arises between the Company and the Customer, in respect of the above Warranty, neither shall commence any court or arbitration proceedings under the Arbitration and Conciliation Act, 1996 relating to the dispute, unless they have first complied through mediation.
31. In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Mumbai.
32. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the company at all times.

**INSPECTION Checklist for . Waterproofingwale work procedure**

**Areas of application:** All exterior cement-sand plastered walls / concrete surfaces

**Pre-application -Checklist: Do's and Dont's**

* All cementitious substrates to be well cured at least for 6 – 8 weeks
* Check for external and internal plumbing leakages if any and to be rectified properly
* Check soundness of plaster. De-bonded plaster to be repaired appropriately
* Check the existing paint -*Cement paint if any, to be removed as best as possible.*
* Coating not recommended on synthetic enamels, bituminous paints
* Coating not recommended on any putty applied and on very smooth surfaces
* Confirm with the client about the desired shades for the various elevation of building
* Confirm the shades selected by physical sampling at site and retain the sample.
* Carry out proper surface preparation - like widening the cracks with 'V' groove, cleaning thoroughly with clean water and application of crack filler or polymer modified mortar as required
* Ensure chajjas, overhangs, etc. are properly sloped, angle fillet at joints.
* Ensure crack filling is done with crack filler and for cracks > 5mm by polymer modified mortar
* Ensure proper curing of all repairing works
* Plan for proper manpower arrangement to carry out the job
* Ensure for sufficient quantity of safety gear like safety belts, helmets etc.
* Prepare a schedule of the work with bar chart, for the entire job
* Assess the quantity of all materials required for the job and check its availability

**During application -Checklist:**

* Note batch nos and manufacturing dates of all materials received at site
* Ensure proper curing of all repairing works
* Clean the area with removal of dust, algae, efflorescence etc. and clean with water
* Ambient temperature during application shall not be too low (<50c) or too high (>400c)
* Do not apply during rainy season or if there is risk of raining as it will spoil the work
* Saturate the surface well with water prior to application of ***. Primeseal***
* Shake well the contents before opening and stir well during mixing and application
  + Ensure that coating work starts early morning (7.00 AM) to avoid coating under direct sunlight.
* Plan in a way that direct sunlight during coating is avoided.
* Apply one coat of ***. Primeseal*** diluting 2 parts primer : 1 part water
* Pot life of mixed primer is about 45 minutes hence consume the material within stipulated time period
* Ensure proper coverage of primer – 8-10 m2 /ltr / coat
* Allow to y for 4 to 6 hrs
* Shake well the contents before opening and keep stirring during application
* Apply two coats of ***. Waterproofingwale*** without any dilution with 6-8 hrs time interval
* Ensure proper coverage of ***. Waterproofingwale –*** 3 – 3.5 m2/ltr/2 coats
* Allow air curing for 7 days

**Post Application Checklist :**

* Note date of completion of coating
* Check appearance of the surface for – finish, luster, leveling, opacity etc so as to get no telegraphing and uniform finish
* Ensure that containers and brushes are properly cleaned.
* Ensure proper cleaning of area (house keeping).
* The waste material has not been thrown down the ain but disposed off properly.
* List of do & don’ts to take care and take corrective measures if any faults observed

**Precautions and limitations:**

* **“Do not Dilute”** ***. Waterproofingwale***
* Stir contents well before use
* Do not apply on very smooth and putty applied surfaces
* Avoid coating on damp substrates
* Apply ***. Waterproofingwale*** within 48 hrs of Primeseal application
* Apply extra coat on rain lashed walls and on critical areas like parapet / chhajjas etc.
* The coverage may vary according to the nature and texture of substrate.
* Ensure proper coverages of material by conducting a trial prior to execution of work to derive coverage for guesstimating the material consumption
* Note all details (Batch No. / date etc.) of the material received for further references.

**All the above mentioned parameters are checked and verified for the pre- application, during application and post application work carried for the project.**

**Also followed and adhered to are the precautions mentioned in the list as mentioned by the manufacturer.**

**Name & signature Name & signature**

**of the inspecting authority of Project Engineer**

**Date: Date:**