



## **CUSTOMER DETAILS :-**

CUSTOMER NAME : \_\_\_\_\_

STATE : \_\_\_\_\_

CITY : \_\_\_\_\_

CONTACT NO. \_\_\_\_\_

EMAIL ID : \_\_\_\_\_

## **PRODUCT DETAILS :-**

TOPCOAT : \_\_\_\_\_

QTY IN LTR : \_\_\_\_\_

BASECOAT : \_\_\_\_\_

QTY IN LTR : \_\_\_\_\_

## **DEALER/CONTRACTOR DETAILS :-**

DEALER NAME : \_\_\_\_\_

CONTRACTOR NAME : \_\_\_\_\_

CONTRACTOR NO. \_\_\_\_\_

## **WARRANTY DETAILS :-**

PRODUCT WARRANTY (Yrs) : \_\_\_\_\_

WARRANTY CODE : \_\_\_\_\_

KANSAI NEROLAC PAINTS LTD. offers (12) Twelve Year of performance warranty on **NEROLAC EXCEL TOPGUARD** from date of purchase ('Commencement Date'). This Warranty is valid only for customers who has completed the warranty registration with the Company.

## APPLICATION PROCESS & SCOPE



### 1) APPLICATION

a. Nerolac Excel Top Guard has been used on exterior masonry wall surfaces only.

b) Application:

#### FRESH PAINTING:

- 1 coat of Nerolac Exterior Primer/ Nerolac Economy Exterior Primer / Nerolac Suraksha Primer (100% dilution) + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.
- 1 coat of Nerolac Excel Alkali Primer (100% dilution) + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.
- 1 coat of Nerolac Perma Nodamp with (30% Dilution) + 2<sup>nd</sup> coat of Nerolac Perma Nodamp without Dilution + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.
- 1 coat of Nerolac Perma Damp Protect Exterior with (10% Dilution) + 2<sup>nd</sup> coat of Nerolac Prama Damp Protect Exterior without Dilution + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.

#### REPAINTING:

- 1 coat of Nerolac Exterior Primer/ Nerolac Economy Exterior Primer / Nerolac Suraksha Primer (100% dilution) + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.
  - 1 coat of Nerolac Excel Alkali Primer/ (100% dilution) + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.
  - 1 coat of Nerolac Perma Nodamp with (without Dilution) + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.
  - 1 coat of Nerolac Perma Damp Protect Exterior with (without Dilution) + 2 coats of topcoat used on sites with recommended dilution mentioned on PDS.
- c) All elements of surface preparation prior to application and application work have been done in accordance with the instructions provided for Nerolac Excel Top Guard in product data sheet as made available on Company website [www.nerolac.com](http://www.nerolac.com)
- d) The customer has used the entire paint system recommended by the company. Final coverage obtained should be between 10.2 – 11.1 sq. mtr./ L /coat.
- e) This warranty is applicable only for sites where the quantity of Nerolac Excel Top Guard usage exceeds 60 L.

- f) The Company will provide replacement of paint only, as may be necessary to set right the **Paint Failure** [defined in Para 5(3)] in the affected portion only, in accordance with liability as indicated in section 3.
- g) This warranty shall be for a period of twelve (12) years on all performance parameters for Nerolac Excel Everlast 14 except Algal and/or Fungal growth, for which it will be for a period of Ten (10) years from the Commencement Date.

**REGISTRATION:** \_\_\_\_\_



The warranty is valid only upon the customer's registration with the Company:

**TO REGISTER WARRANTY**

- 1) Visit [www.nerolac.com](http://www.nerolac.com) click on warranty registration tab.
- 2) Submit Personal details, Purchase details and others as maybe required.
- 3) Submit Dealer GST invoice & completed site photograph.
- 4) Post shared document validation warranty certificate will be shared on Customers email id

**REDUCING LIABILITY**

- 1) The company's liability will reduce over the warranty period according to the following scale.

Time period	Liability % of replacement cost
Within the first 12 months after commencement date	100%
From month 13 to month 24 after commencement date	92%
From month 25 to month 36 after commencement date	84%
From month 37 to month 48 after commencement date	76%
From month 49 to month 60 after commencement date	68%
From month 61 to month 72 after commencement date	60%
From month 73 to month 84 after commencement date	52%
From month 85 to month 96 after commencement date	44%
From month 97 to month 108 after commencement date	36%
From month 109 to month 120 after commencement date	28%
From month 121 to month 132 after commencement date	20%
From month 133 to month 144 after commencement date	10%

- 2) The replacement cost shall be the cost of the paint Nerolac Excel Top Guard only as required to set right the area of paint failure only, at the time of lodgment of claim. The Customer will be liable for the balance costs including labour costs, which will not company's obligations or liability, as indicated above.

- 3) If Customer has opted services through KNP (Painting services) than Company will be liable for the replacement cost of only paint and labour required to set right the area of paint failure only, 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 wage rate. The Customer will be liable for the balance costs, which are not Company's obligations or liability, as indicated above.
- 4) The Company shall not be held liable for any indirect or consequential loss or damages to the customer.

## CLAIMS AND REPAIRS



- a) The Customer shall within 30 days of discovering any defect, damage or failure which gives rise to a claim, promptly inform the Company and shall provide full details there of (Unique warranty code given at the time of registration & original purchase details)
- b) The Company reserves the right to carry out inspections of the claim(s), and perform any tests in respect thereof, either by itself and/or through its authorized representatives or by means of any person nominated by it, for finding if the claim is arising out of any defect, damage or failure in Nerolac Excel Excel Top Guard. 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, Nerolac Excel Excel Top Guard and if any such re paint is done by the Customer on its own then this Warranty will be considered void.
- c) On basis of the results of the inspection, if it is concluded that the claim has arisen out of the defect, damage or failure of the Nerolac Excel Excel Top Guard, the Company shall use its best endeavors to ensure that the paint required for repairs is made available as soon as possible, however the company shall not be held liable for any delay in this respect.
- d) The Company in its sole discretion shall be entitled to control/monitor re-painting, which is to be carried out in accordance with all its specifications and instructions.
- e) The claim shall be read with the 'Liability' clause hereinabove
- f) While raising a claim email should be sent on [complaints@nerolac.com](mailto:complaints@nerolac.com) mentioning warranty code in subject line.
- g) For warranty related query & claim, Customer can contact the Company on email id, [Complaints@nerolac.com](mailto:Complaints@nerolac.com) or contact on the toll-free number 18002092092.

## TERMS & CONDITIONS:



- 1) This warranty is confined to the first Customer of the product only and is not transferable.
- 2) Subject to the other terms and conditions of this warranty, the company personnel shall inspect the defects and subject to a satisfactory pre-inspection and assertion of the defect found to be totally on account of '**Paint Failure**' only, shall corrective action be taken.
- 3) **Paint Failure** is failure as a result of manufacturing defect resulting in [a] film integrity, flaking and peeling of the paint caused by one coat of Nerolac Excel Top Guard coming off from another or the paint, [b] shade fading or [c] growth of fungus/algae (at least spread over a minimum area of 1 sq. mtr.).

However, Paint Failure will not in any way cover defects arising out of factors that are out of the control of the Company, which includes but is not restricted to:

- a) Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
  - b) Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
  - c) Growth of algae or fungus on surfaces other than masonry walls.
  - d) Failure on account of structural defects, moss and other vegetative growth, water leakage and seepage within the structure, continuous dampness of the surface, corrosion caused due to use of bleaching chemicals and corrosive material, staining due to plant pots, spitting, bird droppings etc.
  - e) Improper surface preparation.
  - f) Surface with contaminants and not dry.
  - g) Force majeure and other natural calamities such as fire, accidents, earthquakes, floods, cyclones and other unusual phenomenon.
  - h) Vandalism.
  - i) Abuse or Negligence by the customer.
  - j) Normal wear and tear due to ageing resulting in reduction in the paint film thickness.
  - k) Negligence/Failure of the Contractor/Painter in following instructions and application procedure.
- 4) This warranty is a limited warranty and applicable on selected shades only. For more information, please contact the dealer / company sales representative.
  - 5) Should any claim be entertained during the warranty period and settled, the same shall not be looked upon as a renewal of a fresh warranty.
  - 6) All disputes regarding the warranty or otherwise are subject exclusively to the jurisdiction of the Mumbai courts.
  - 7) This warranty is exercisable by the Customer only on production of the original copy of the duly filled, signed and stamped warranty form.

**WARRANTY BREAKUP:** \_\_\_\_\_



Top Coat	Undercoat	Performance warranty	Anti Algal	Waterproofing*
Excel Top Guard	No damp +, No damp	12	10	10
	Damp protect exterior	12	10	5
	Alkali primer, Exterior primer, Economy Primer, Suraksha Primer	12	5	-

For Eg. If the customer has used Excel Top Guard with no damp +, customer will get 12 years of paint performance warranty (Colour retention & film integrity), 10 years of anti-algal warranty & Waterproofing 10 years warranty.

\*Waterproofing warranty is applicable only when Nerolac recommended waterproofing basecoat has been applied as per recommended application process. The waterproofing warranty certificate will be provided separately.

**DISCLAIMER:** Except as set forth in this entire warranty, the Company makes no warranties, express or implied, with respect to the product, other than stated herein and under no circumstances shall be responsible for any incidental or consequential damages of any kind or nature.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of Painter/Contractor

\_\_\_\_\_  
Signature of Co. Representative

Date:

Date:

Date: