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Professional's Choice. Perfect Finish.



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**PROFECT ELEGANT EXTERIORS
WARRANTY BOOKLET**



PROFECT ELEGANT EXTERIORS

JSW Profect Elegant Exteriors is a durable water-based emulsion that contains unique ingredients to provide superior brightness and protection to the exterior walls. It gives an ultimate protection to the exterior walls with its special film properties.

It provides good hiding to the surfaces and resists colour fading, thereby ensuring exterior walls stay beautiful for longer.

WARRANTY VALIDITY

For this warranty document, any reference to "Company" or "JSW Paints" shall mean JSW PAINTS PVT. LTD. The Company offers a warranty on PROFECT ELEGANT EXTERIORS from the date of purchase as per the recommended "Painting System". The "Painting System" refers to the application of PROFECT ELEGANT EXTERIORS with either PROFECT WALL PRIMER EXTERIORS or IBLOK WATERSTOP PRIME COAT EXTERIORS as an undercoat.

The warranty is applicable only if the warranty information card is fully filled-in and duly signed by the authorized company representative and stamped by the Retailer along with site-inspection report. The warranty is valid only on the Customer's registration with us ("Company"). To register, contact the JSW Paints Projects Sales Representative or Call on 1800-121-5797.

Throughout this Warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this Warranty: -

- a. Disintegration of the paint film, flaking, and peeling of the paint caused by one coat of paint chipping off from another or the paint film coming off the substrate.

- b. Shade fading solely due to the paint quality issues but not due to the natural discolouration that occurs in painted walls over a period of time. The fading should be uneven over an area of application that was not caused by any obstacles (trees/poles etc.) or due to alkaline attack resulting from moisture seepage or rising dampness from the ground.
- c. Growth of fungus and algae on wall surfaces shall be considered as paint failure subject to the terms of this warranty, if the total affected area is at least spread over a minimum area of 1 m² (10 sq feet))

THIS WARRANTY IS SUBJECT TO THE TERMS PRINTED ON THE PURCHASE INVOICE AND TERMS AND CONDITIONS SPECIFIED HEREIN BELOW: -

THE WARRANTY COVER

Profect Elegant Exteriors emulsion ("Product" or "Painting system") is a durable water-based exterior emulsion that offers a 4-year (Non-coastal regions) and 3 years (coastal regions) performance warranty. The warranty covers product performance against fading, flaking, and peeling of the paint film on the wall. With this warranty, you can be assured that your home will look brighter, year after year! Moreover, with Profect Elegant Exteriors, you also get a 1-year warranty against the growth of algae and fungi.

COMMENCEMENT AND DURATION

- a. This warranty shall commence post completion of the Painting System on the building or the structure of the Customer ("commencement date"). However, completion of the Painting system shall not be later than 6 months from the date of purchase invoice.
- b. The final commencement date shall be at the discretion of the JSW Paints

team, if the completion of Painting System on the same building takes more than 6 months due to late start or in case of any break or recess period in the painting system.

- c. The Company, in its sole discretion may appoint a representative to pre-inspect the exterior surface and validate the painting system as per the directions specified.
- d. The warranty under this document will only apply if the Product is purchased from authorized distributors/ retailers of the Company and is duly registered by the Customer.
- e. The Warranty shall be applicable for a period of four (4) years in non-coastal regions and three (3) years in coastal regions for product performance parameters (fading, flaking, and peeling) and one (1) years on anti-algal from the commencement date as mentioned in THE WARRANTY COVER section. The Company's liability shall reduce over the warranty period as specified in this document.
- f. After the settlement of any claim, the warranty period will not start afresh.

EXTENT OF WARRANTY

The warranty shall apply where:

- a. The minimum usage of Profect Elegant Exteriors Emulsion on a particular site is 300 litres
- b. The warranty is applicable only after a satisfactory pre-inspection of the exterior surface (to be painted) by the Company's representative
- c. The Company will only provide replacement paint and cost of labour solely 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 “Warranty Coverage” section. Any additional cost shall be borne by the Customer and the Company shall not be liable for warranty in case of any defects arising out of workmanship, the warranty only extends to Paint Failure resulting due to a deficiency in the quality of the product to the extent stated in the Warranty Cover section.

RECOMMENDED APPLICATION

THE WARRANTY WILL BE APPLICABLE WHERE:

- a. The painting system has been used for vertical exterior masonry wall surfaces only.
- b. New Plaster or masonry surfaces must be allowed to cure (28 days) before application
- c. Loose plaster to be removed and structural cracks are to be repaired as per standard construction practices before the application of the painting system
- d. All elements of Surface Preparation prior to the application and application work have been done in accordance with the instructions provided for Profect Elegant Exteriors with regards to surface preparation and application as in the Product Information Sheet.
- e. Use iBlok WaterStop Crack Fix to fill the cracks upto 3mm on the surface as per the instructions mentioned in its product information sheet before painting system application.
- f. It shall be mandatory to have applied an undercoat of either Profect Wall Primer Exteriors or iBlok WaterStop Prime Coat Exteriors as mentioned below and followed by at least 2 top-coats of Profect Elegant Exteriors.

S.No.	Primer	Dilution	Forced coverage (maximum)
1	Profect Wall Primer Exteriors	100%	140 sq.ft/l (13 m ² /l)
2	iBlok Prime Coat Exteriors	First Coat: 25%	90 sq.ft/l (8.4 m ² /l)
		Additional Coat: 0%	90 sq.ft/l (8.4 m ² /l)

- g. The Customer should follow the entire painting system as recommended by the Company.

S.No.	Top Coat	Dilution	Forced coverage (maximum) in 2 coats
1	Profect Elegant Exteriors	50%-60%	65 sq.ft/l (6.03 m ² /l)

- h. The Product should be stored and used within its shelf life as indicated in the product description.

WARRANTY COVERAGE

- a. The Company’s liability will reduce over the Warranty period according to the following scale:

Warranty Duration (from date of commencement)	Replacement Cost	
	Product Performance Durability (fading, flaking, and peeling)	Anti-Algal Durability
Within first 12 months	100%	100%
From month 13 to month 24	80%	0%
From month 25 to month 36	40%	
From month 37 to month 48	20% (Non-coastal)/ 0% (Coastal)	
After month 48	0%	

- b. The replacement cost shall be the cost of the paint and labour only required to set right the area of paint failure only, at the time of the lodging of a claim.
- c. 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 in time. The labour rate may be determined on the basis of a per sq. ft. rate or on a daily wages rate. Any such determination by the Company shall be final and binding. 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, incidental, contingent, special 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. The Customer agrees that no other remedy or liability (including, but not limited to, indirect, special, punitive, loss of use, business, profits, sales, injury to person or property, or any other incidental or consequential loss or damages) shall be available to the Customer and is hereby deemed to be expressly waived and excluded.

EXCLUSIONS

The warranty only covers any manufacturing defects affecting the quality of Profect Elegant Exteriors Emulsion with respect to the identified parameters/properties covered under the Warranty Cover section and will not cover any defects arising out of factors out of control of the Company, including but not limited to:

- a. Defects caused due to water leakage issues
 - i. Water leakage and seepage within the building structure and continuous dampness of the surface due to broken water pipes or leaking sewer lines etc.
 - ii. Recurring water dripping on walls due to plant pots, air conditioning units or any other water leakage sources
 - iii. Continuous dampness in the wall due to water penetration from the ground level through capillary rise

- iv. Growth of algae on terrace due to water logging or inadequate house keeping
- v. Defects in the design of the building or roofing system, which may include inadequate water draining system, improper plumbing or other structural defects.

- b. Defects caused due to structural issues

- i. Change in building structure due to expansion or additions or reductions to the existing structure or due to cracking of building components while doing so
- ii. Removal, replacement or repair of the surface painted due to removal, excavation or replacement of concrete or other materials
- iii. Any extension of building/civil or structural modification post painting will make the warranty void
- iv. Warranty will be void in case of mechanical damage/puncturing of the paint film including but not limited to sharp objects, any plantations near the building etc.
- v. Fading in patches due to surface or substrate defects

- c. Defects caused due to surface preparation or previous painting

- i. Improper surface preparation or any other defects in the painting system
- ii. Improper application of undercoat and putty
- iii. Any paint failure due to structural/non-structural cracks or defects causing failure of previous painting or putty coat

- iv. Any act or omission on the part of the Contractor/Painter causing the painting system or the application of the painting system to be defective by any means
- v. Use of Project Elegant Exteriors in combination with any third-party products, or any application which not in accordance with the recommended paint system by the Company
- vi. Surface with contaminants and not dry/cured before painting system application

d. Defects caused due to vegetative growth

- i. Fading due to dust pick up and algae falling from nearby trees or due to selective flow of streaming water
- ii. Non-masonry exterior surfaces with algae or fungus
- iii. Moss and other vegetative growth

e. Defects caused due to customer’s negligence

- i. Improper handling and storage of the Product impacting its quality thereby causing the paint failure
- ii. Misuse, wilful default or negligence of the Customer as determined upon inspection of the claim
- iii. Abuse or negligence or deterioration caused by the Customer
- iv. Non-conformity of the Customer with the recommendations made by the Company during the pre-inspection stage

f. Defects caused due to other causes

- vii. Damage caused due to ants or other any insects or due to excessive bird dropping/spitting
- viii. Acts of God or natural calamities such as earthquakes, floods, cyclones, acts of war, riots or due to any other force majeure conditions beyond the control of Company
- ix. Vandalism or malicious act by 3rd party
- x. Causes other than the defects in the product
- xi. Normal wear and tear
- xii. Exposure to abnormal weather conditions
- xiii. Extreme/ extraordinary weather conditions in coastal areas causing fading and chalking, which occurs with all paint products. Within permissible limits, this shall not be considered as a failure

WARRANTY REGISTRATION

The warranty is applicable only if the warranty information card is fully filled-in and duly signed by the authorized company representative and stamped by the Retailer along with site-inspection report. The warranty is valid only on the Customer’s registration with us (“Company”). To register, contact the JSW Paints Projects Sales Representative or call on 1800-121-5797.

- a. Fill in the details in the Warranty Information Card and duly signed by the authorized company representative within 30 (thirty) days from the date of completing the painting.

- Customer/Project Name : _____
- Address of the Project/Site : _____

- Contact Number of the Customer : _____
- Email Address of the customer : _____
- Quantity of Elegant Exteriors Purchased (in Litres) : _____
- Brand and Volume of Primer Used : _____
- Total Area Painted (in sq. ft.) : _____
- Name of the Retailer shop where Profect Elegant Exteriors Emulsion was bought : _____
- Date of Purchase : _____
- Invoice Number : _____
- Name of the contractor who applied Profect Elegant Exteriors Emulsion : _____
- Contact Number of Contractor : _____

- b. The company will generate the Warranty Certificate and also log-in the warranty details electronically.
- c. The company will send a hard copy of the Warranty certificate to your address either through Company Representative or through post
- d. Should you ever experience a problem or have any questions regarding the Warranty, call on 1800-121-5797 and keep Warranty certificate and this booklet with your unique Customer Warranty ID and invoice at hand.

SETTLEMENT PROCESS

- a. Any claim made in terms of this Warranty shall be made within 30 days of the consumer discovering any defect, or failure defined as a Paint Failure under the Extent of Warranty section, provided that they do not fall under the exclusions stated in this document.

- b. The consumer shall forthwith, notify to the Company about the claim providing full details thereof, including video and/or photographs, and shall set out the basis on which it believes that the Company is liable in terms of the Warranty.
- c. The Customer must demonstrate to the Company's satisfaction that the failure was due to a breach of this warranty.
- d. The Company reserves the right to carry out inspections of the paint's application process, in which Profect Elegant Exteriors Emulsion 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/agency nominated by it.
- e. The Customer will arrange for the Company or any persons / agency appointed by the Company to have, during normal business hours, complete access to the paints application and shall be responsible to make available the paints applications for inspection or survey to determine the actual root cause. The Customer shall further provide access to the Company to any information and personnel having knowledge of or information pertaining to the claims under this Warranty. 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 paint, Profect Elegant Exteriors Emulsion.
- f. The Company shall at first investigate the claim to validate and determine, if the same is covered under the warranty under this document, if the claim does not fall under the Warranty Cover as per this document, the Company shall not be responsible for any further remedy, however, if the claim is covered under the Warranty Cover, The Company shall arrange the replacement paint at the earliest but does not assume any liability for any delay in doing so.
- g. In the event of any replacement / settlement of cost by the Company of the defective Product, the warranty shall stand extinguished and void. The decision of the Company shall be final and binding on the Customer.

- h. The Company, in its sole discretion shall be entitled to
 - i. Carry out the repainting work in accordance with all its specifications and instructions through controlling or by monitoring the painting
 - ii. Appoint a contractor and/or approve the contractor appointed by the Customer for repainting purposes. Any extra cost over and above the Company's determination shall be incurred by the Customer. The Company's decision shall be final and binding in this regard.

MISCELLANEOUS

- a. Except as expressly set forth in this warranty, The Company disclaims any liabilities arising under any contracts, tort, or otherwise including negligence and strict liability and the Company makes no warranty relating to the merchantability or of fitness for any particular purpose whatsoever, nor shall anything contained in this document shall give rise to any implied warranty by the Company for Profect Elegant Exteriors Emulsion. The Company hereby disclaims any such liabilities, whether implied or otherwise to the maximum extent permissible under the law.
- 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. This warranty will be governed by the laws of India without giving any effect to conflict of laws principles. In case of any disputes, the same is subject to the 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.
- e. Upon the lodging of a warranty claim, the Customer must allow the Company or its representative's access to the site during normal business hours to carry out necessary inspection and investigation for the validation of such claims.
- f. Any and all representations, promises, warranties or statements by the Company's agents or personnel that varies, conflict, contradicts or are inconsistent in any way from the terms of warranty document, shall be given no force or effect and shall be deemed null and void. Any such representations, promises, warranties or statements do not constitute warranties, shall not be relied upon by the Customer and are not part of this limited warranty or of the contract for the sale of the Product between the Company and Customer. This limited warranty shall be deemed to be a part of the contract of sale between the Company and Customer for the Product sold by the Company to the Customer. The entire agreement and understanding between the Company and the Customer with respect to the Product are embodied in this writing. This writing constitutes the final expression of the parties' agreement with respect to warranties and is a complete and exclusive statement of the terms of that agreement.
- g. The warranty as provided in this document, shall only incur to the benefit of the Customer as named in the invoice as well as the registration of warranty and shall be non-transferable and non-assignable.
- h. In any instance or series of instances, the determination of the Company not to exercise any right hereunder or not to require compliance with any term or condition hereof, shall not constitute a waiver of the Company's rights to exercise all rights and to require compliance with all terms and conditions herein on all occasions prior and subsequent to such instance or instances, and no such determination or series of determinations by the Company shall constitute an alteration or waiver of the rights of the Company and Customer as otherwise set forth herein.



WARRANTY CERTIFICATE

JSW Paints Pvt Ltd. issues a warranty against paint failure of PROFECT ELEGANT EXTERIORS EMULSION for the system of 4 YEARS/ 3 YEARS (PERFORMANCE WARRANTY) AND 1 YEARS (ANTI-ALGAL/ANTI-FUNGAL WARRANTY) to _____ (Customer details)

This warranty is subjected to the terms and conditions given in Warranty Booklet

PRODUCT DETAILS

COAT TYPE	PRODUCT	AREA PAINTED (SQ.FT.)	SHADE NAME
Top Coat	Profect Elegant Exteriors		
Undercoat			
Pre-treatment coat (if any)			

RETAILER DETAILS

Retailer name with SAP Code	Address	Contact Details

CONTRACTOR DETAILS

Contractor Name	Address	Contact Details

SITE DETAILS

Project/Site Details	Address	Contact Details

Date of Warranty Commencement : _____

For JSW Paints Pvt Ltd.