

PRODUCT PERFORMANCE WARRANTY

Project Reference:

Client:

Product:

1. EXTENT OF WARRANTY

- 1.1 This WARRANTY is limited to cover the paint product under the brand name Papillon paints, supplied by Menachery Chemicals Pvt. Ltd ("the product/s") for painting of
- 1.2 Papillon paints will provide replacement cost , as may be necessary to repair the paint / coating failure subject however to the exclusion mentioned below.
- 1.3 Throughout the warranty the words "Paint/Coating failure" shall mean only any of the following occurrence/s:-
 - 1.3.1 Failure in adhesion to substrate ; or
 - 1.3.2 Failure to provide required performance ; or paint failures such as peeling, chipping, staining, cracking and colour change.

2 COMMENCEMENT AND DURATION

- 2.1 This warranty shall commence from the product purchase date.
- 2.2 The warranty shall be for a period of years calculated from the product purchase date.
- 2.3 Where any claim arises during the warranty period, the period will not start afresh after Settlement of the claim, unless a total repaint is required, as determined in the sole Discretion of MCPL .

3 APPLICATION

- 3.1 This warranty shall only be applicable where :
 - 3.1.1 Application work has been done in accordance with the instructions provided for the product concerned with regards to preparation and application.
 - 3.1.2 The consumer has followed the recommended surface preparation and used the recommended products for the surface preparation prior to the painting of the surface;
 - 3.1.3 The consumer has used the entire paint system recommended by MCPL, i.e. primer, anti-skid aggregate and top coat;

- 3.1.4 The performance warranty for antifungal additive only for 5 years and 7 years.
- 3.1.5 To get the warranty claim Annual periodic maintenance cleaning and record required.
- 3.2 Application work shall include all elements of surface preparation prior to application of the coating, as well as the process of application.

4 LIABILITY

- 4.1 The liability MCPL shall reduced over the warranty period according to the following scale:-
 - 4.1.1 In the first twelve months after commencement date
Full replacement cost;
 - 4.1.2 From month 13 to month 24 after commencement date
85% of replacement cost;
 - 4.1.3 From month 25 to month 36 after commencement date
70% of replacement cost;
 - 4.1.4 From month 37 to month 48 after commencement date.....
55% of replacement cost;
 - 4.1.5 From month 49 to month 60 after commencement date.....
40% of replacement cost;
 - 4.1.6 From month 61 to month 72 after commencement date.....
25% of replacement cost;
- 4.2 The replacement cost shall be the cost of the paint at the time of the claim and not for any other expenses.
- 4.3 The consumer shall be liable for the balance replacement costs, which are not covered by MCPL, as indicated in 4.1 above.

5 EXCLUSION

- 5.1 Any damages to or failure of the product cost by any structural defects, leakages or improper drainage (standing water); fire, explosion, chemicals, funnes, or vapors.; condensation or moisture in, through or around walls, copings structure or surrounding areas; excessive heat or cold; failure of surface or substrate; contaminates; any work where MCPL did not supply the paint or other materials;

any work which was not performed by MCPL; varnished surfaces; surfaces made of or containing galvanized metal; bleeding caused by knots, rust or cedar; deterioration of any metal as a result of any form of electrochemical action and cracks in dry walls, plaster or wood etc.

- 5.2 The failure of coating on any areas which because of their shape, characteristics or configuration, present special difficulties in either preparation or coating e.g. ladders and ladder platforms, handrails, rivets and contact surfaces of any kind;
- 5.3 This warranty also does not cover any peeling, blistering or chipping caused by ordinary wear and tear; abnormal use or misuse; peeling of layers of paint existing prior to the work performed by any other person not known to or not permitted by MCPL; abrasion, mechanical damage, abrasive cleaning or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquid or gasses; and damage or defects caused in whole or in part by any natural disasters such as earthquakes, flood or other extreme weather conditions and any other similar causes beyond the control of MCPL paints. Repairs under this warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred due to warranted conditions.
- 5.4 Any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with coating repair work, loss of time, expenses due to the consumer's employees, agents, operators or sub-contractors, loss of profit and all claims by third parties against the consumers;

6 CLAIMS AND REPAIRS

- 6.1 The consumer shall be eligible to claim aforementioned warranty only if the consumer has (i) paid the full invoice/ contract price; and (ii) holds an original copy of the invoice/ contract and warranty certificate.
- 6.2 Any claim made in terms of this warranty shall be made within 30 (thirty) days of the consumer discovering any defects, damage or failure which gives no rise to a claim.
- 6.3 The consumer shall forthwith notify MCPL of the claim providing full details thereof, and shall set out the basis on which it believes that MCPL is liable in terms of the warranty. MCPL shall be entitled to inspect the alleged paint failure, in which the coating 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 inspections or testing, the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the coating.



- 6.4 The consumer shall provide such further information as MCPL may require, including details of environmental factors and inspections and repair records.
- 6.5 MCPL shall use its best endeavors to ensure that coating required for repairs are available as soon as practical at the place where the repairs are to be carried out, but does not assume liability for delay in this respect.
- 6.6 MCPL, in its sole discretion shall be entitled to:
 - 6.6.1 Control repair work which is to be carried out in accordance with all its specifications and instructions;
 - 6.6.2 Appoint a contractor and/ or approve the contractor and / or approve The contractor appointed by the consumer.
- 7 This warranty is not transferable and it may not be assigned to any third party either whole or in parts and it may not be modified unless in writing, signed by a duly authorized representative of MCPL paint.
- 8 All matters connected with this warranty shall be constructed and governed in all respect by the laws of India.

For and behalf of Menachery Chemicals Pvt. Ltd.

Technical Manager