



**Indigo Premium XT  
Exterior Emulsion  
Platinum Series**

**WARRANTY BOOKLET**

Indigo Paints Ltd (henceforth referred to as "INDIGO PAINTS" or "Company") offers five (5) year warranty from date of purchase on its product Indigo Premium XT Exterior Emulsion (henceforth referred to as "Premium XT Exterior Emulsion"). This warranty is valid only on complying with the requisites laid hereunder Section B of this document.

*To be filled in by the customer & maintained for future reference (recommended):*

PRODUCT (including putty, primer, topcoat etc.)	BATCH NO.	SHADE	QUANTITY	AREA PAINTED (sq. ft.)

DEALER NAME	ADDRESS	DEALER INVOICE NUMBER & DATE	DEALER'S STAMP

NAME OF CONTRACTOR	ADDRESS	CONTACT NO.	SIGNATURE

## Section A

The warranty shall apply where:

1. The total volume of Premium XT Exterior Emulsion purchased and used on a particular site exceeds 60 liters.
2. On sites where the quantity of Premium XT Exterior Emulsion purchased exceeds 150 liters, the warranty will be applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
3. Throughout this warranty the words "Paint Failure" shall mean any of the following occurring, subject to other conditions laid under this warranty.
  - a. Loss of film integrity, flaking and peeling of Premium XT Exterior Emulsion caused by one coat of this paint coming off from another or Premium XT Exterior Emulsion film coming off from the substrate.
  - b. Colour retention
  - c. Growth of algae and fungus on wall surfaces\* (at least spread continuously over a minimum area of 10 Sq. Feet)
4. The company will provide replacement paint for re-application of coating, as may be necessary to set right the paint failure in accordance with liability as indicated in Section D.

\*Please note: The warranty on anti-algal / anti-fungal performance is only for a period of three (3) years only from the date of the invoice.

Please note that this warranty is subject to the conditions mentioned herein.

## Section B

Commencement and Duration:

1. This warranty shall commence on the date of purchase ("the commencement date") ie; date of invoice. In order for this warranty to be valid the true copy of the tax invoice must be maintained and produced at the time of the claim.
2. The warranty shall be for a period of five (5) years from the commencement date on durability parameters (film integrity & colour retention) and three (3) years on anti-algal from the commencement date as mentioned in the extent of the warranty.
3. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

## Section C

This warranty shall only be applicable where:

1. Premium XT Exterior Emulsion was used on exterior masonry 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 Premium XT Exterior Emulsion with regard to surface preparation and application as in the product information sheet / technical datasheet.
3. The customer has used the entire paint system recommended by the company. Final coverage obtained should be between 55-65 Sq.Feet/Ltr. For freshly plastered and

cured surfaces, under coat of Indigo Exterior Wall Primer with an obtained coverage of 95-105 sq.Feet/Ltr to be used followed by top-coats of Premium XT Exterior Emulsion. For repainting, any chalky surface should be cleaned properly and coated using Indigo WT Sealer Primer followed by top-coats of Premium XT Exterior Emulsion. All horizontal surfaces have to be coated with an additional 3rd coat for added protection.

4. Customer should produce the proof of purchase (GST Invoice of the dealer from where purchase was made) including those of primers, putties, undercoats etc. as per the recommended system / proportion. Estimate sheets and/or Bills without GST/Tax details will not be treated as valid purchase proof.

#### **Section D**

1. The Company's liability will be limited to providing Premium XT Exterior Emulsion required to correct the affected area, at the time of lodgement of the claim. The labour rate will be borne by the customer at the time of correcting the affected area and the same will not be disputed by the customer at any point of time. The customer will also be liable for the balance costs if any, which are not Company's obligations, as indicated above.
2. The Company will not be liable for any direct or consequential loss or damages to the customer. The Customer's exclusive and sole remedy under this warranty shall be as mentioned herein this clause.

#### **Section E**

The warranty will be void in the following events:

1. Intermittent or continuous dripping of water due to proximity of vegetation or air-conditioning units or any other source of water leakage.
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.

The warranty will cover only manufacturing defects of Premium XT Exterior Emulsion and will not cover any defects arising out of factors out of control of the company, including but not limited to:

1. Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage within the building structure and continuous dampness of the surface.
2. Natural calamities such as earth quakes, cyclones etc.
3. Failure or defects in the structure or previous coating.
4. If Primers, putty, undercoats, fillers etc. of brands other than Indigo Paints Ltd. are used before the application of Premium XT Exterior Emulsion.
5. Vandalism.
6. Acts of god.
7. Abuse or negligence by the customer.
8. Causes other than defects in the Premium XT Exterior Emulsion.
9. Improper surface preparation.
10. Surface with contaminants and not dry.

11. Paint failure due to efflorescence.
12. Normal wear and tear.
13. Any act or omission on the part of the contractor/Painter causing the Premium XT Exterior Emulsion or the application of Premium XT Exterior Emulsion to be defective by any means.

While the most durable and fade resistant colour pigments are used in the manufacture of Premium XT Exterior Emulsion, experience has proven, particularly in coastal areas that fading and chalking do occur with all paint products. Within normal limits this is not considered as a Premium XT Exterior Emulsion's failure.

## **Section F**

1. Any claims 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 the claim.
2. 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 the paint Premium XT Exterior Emulsion's application process, in which the Premium XT Exterior 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 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 paint, Premium XT Exterior Emulsion.
3. 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.
4. The Company, in its sole discretion shall be entitled to
  - a. Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
  - b. Approve the contractor appointed by the customer.

## **Section G**

1. 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 Premium XT Exterior Emulsion. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
2. If any dispute arises between the company and the consumer, 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.
3. In case of any disputes, the same is subject to exclusive jurisdiction of the court in Pune.
4. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.