



Indigo Leakproof Emulsion

WARRANTY BOOKLET

Section A

The warranty shall apply where:

1. The total volume of Leakproof Emulsion purchased and used on a particular site exceeds 60 liters.
2. On sites where the quantity of Leakproof 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. Film integrity, flaking and peeling of the paint Leakproof Emulsion caused by one coat of paint coming off from another or the paint film coming off the substrate.
 - b. The Paint film shows blistering, splits, tears, cracks or shows evidence of excessive weathering due to defective material.
 - c. External water ingress through terraces/parapet walls where Leakproof Emulsion has been applied as per specifications mentioned.
 - d. Indigo Paints does not offer any warranty against dirt pick up of Leakproof emulsion.
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 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 ten (10) years from the commencement date.
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. Only the surface immediately underneath the terrace or the top floor of the buildings where Leakproof has been applied, as the case may be, shall be covered under this warranty. The warranty shall not cover the cases of water seepage from surfaces NOT covered with Leakproof Emulsion.
2. Under normal use and service, the roof or vertical walls of building which is not coated by Leakproof should be free of water leakage of seepage.
3. The Company will only provide replacement paint 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 'Liability' section.

4. All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for Leakproof Emulsion with regard to surface preparation and application as in the product information sheet / technical datasheet.
5. The customer has used the entire paint system recommended by the company. Final coverage obtained should be between 0.9 - 1 Sqm/Ltr. For freshly plastered and cured surfaces, under coat of Leakproof Emulsion (1 liter paint : 300ml water) to be used followed by two top-coats of Leakproof Emulsion. For repainting, any chalky surface should be cleaned properly and treated appropriately.
6. Entire terrace along with parapet needs to be enveloped as recommended.
7. 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 Leakproof 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. Unless system as per technical datasheet has been used for terraces on concrete or bare plaster and that the entire terrace is enveloped including parapets till a height of 1 feet below the terrace-parapet joint on the outer wall/Exterior wall.
2. Unless Leakproof is applied at coverage rate specified in the Technical Data Sheet i.e 0.9-1 sq.mt/lit (7-9 sq.ft/lit).
3. Unless all Inner corners on the surface for which warranty is sought to be covered with Leakproof Emulsion.
4. Unless terrace has been thoroughly prepared in terms of repair work and cleaning to remove grease, dust, loose particles and other elements and fill cracks.
5. Unless suitable slope is provided to the roof to avoid water ponding.
6. Unless loose plaster, structural cracks are repaired as per standard construction practices.
7. Unless previous water proofing treatment (2k, cement based/bituminous etc.) if any is completely removed to reach bare plaster.
8. In case of adjoining terraces (separated by a common parapet wall), the terrace not coated with Leakproof Emulsion does not have any leakages.
9. If there is Intermittent or continuous dripping of water due to proximity of vegetation or air-conditioning units or any other source of water leakage.

10. If there is water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.

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

- a. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing line.
- b. Water ingress from outer walls / vertical surfaces, bathroom, toilets, kitchen sinks or any area not treated with Leakproof Emulsion.
- c. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- d. Inadequate housekeeping of terrace or roof resulting into water logging.
- e. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
- f. Warranty will be void in case of leakages through duct or other areas where Leakproof Emulsion is not applied due to inaccessibility of that area.
- g. Warranty will not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices).
- h. Exposure of Leakproof Emulsion to damaging substances such as chemicals, solvents or oils.
- i. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- j. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.
- k. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- l. Leaks or damages resulting from Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.
- m. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.
- n. The Warranty will cover only manufacturing defects of Leakproof Emulsion and will not cover any defects arising out of factors out of control of the Company, including but not limited to
 - I. Natural calamities such as earth quakes, cyclones.
 - II. 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, staining due to plant pots.
 - III. Failure or defects in the structure or previous coating.
 - IV. Vandalism
 - V. Acts of God.
 - VI. Abuse or negligence by the Customer.
 - VII. Causes other than defects in Leakproof Emulsion.
 - VIII. Improper surface preparation.

- IX. Surface with contaminants and not dry.
- X. Normal wear and tear.
- XI. Any act or omission on the part of the contractor / painter causing the Leakproof system to be defective by any means.
- XII. Weak / de-bonded plaster surface, structural defects in the building.
- XIII. Broken water sprout, old water pipe lines etc.

Owner's responsibilities:

1. Terraces coated with Leakproof emulsion may get slippery during / after the rains & care must be taken while accessing such areas. Indigo Paints does not take any responsibility for the safety of persons accessing such terraces under such conditions.
2. Owner should exercise normal housekeeping and after case post application of Leakproof Emulsion.

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 Leakproof Emulsion's application process, in which the Leakproof 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, Leakproof 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 Leakproof 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.