



Premium Interior Emulsion

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 Interior Emulsion (henceforth referred to as "Premium Interior Emulsion"). This warranty is valid only if Indigo Premium Interior Emulsion is applied on Interior / unexposed masonry surface in the specified manner and also on complying with the requisites laid hereunder Section B of this document.

Section A:

The warranty shall apply where:

1. The total volume of Indigo Premium Interior Emulsion purchased and used on a particular site exceeds 30 liters, along with 10 liters of Indigo WT Cement Primer Gold Series & 10 Kg of Indigo Polymer Putty Gold Series.
2. On sites where the quantity of Premium Interior Emulsion purchased exceeds 60 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 (Peeling / Flaking): Paint film cracking / flaking off from the composite system / Primer coat
 - b. Shade Retention: Visible change in colour due to natural weathering.
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 Five (5) years 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 Interior Emulsion was used on interior 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 Indigo Premium Interior Emulsion with regard to surface preparation and application as in the product information sheet/ technical datasheet.
3. Pre-existing cracks on the surface should be treated properly to have a crack free surface before product application for warranty to be applicable.

4. Warranty is applicable only when the Paint is applied as per the painting system mentioned below:
 - Indigo Polymer Putty Gold Series followed by Indigo WT Cement Primer,
 - Optional coat - thin coat of Indigo Acrylic Wall Putty (recommended for better finish). Followed by Indigo WT Cement Primer.
 - Followed by Two coats of Premium Interior Emulsion as per the direction for use (DFU)
5. No area is left uncoated due to lack of accessibility.
6. Customer should produce the proof of purchase (GST invoice of the dealer from where purchase was made) including those of Indigo primers & Indigo 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:

LIABILITY:

1. The company's performance warranty liability will reduce over the warranty period according to the below mentioned scale:

Warranty period- Durability (Colour retention & Film integrity)	Replacement cost
First 12 months	100 %
From month 13 to month 24 after commencement date	90%
From month 25 to month 36 after commencement date	80%
From month 37 to month 48 after commencement date	70%
From month 49 to month 60 after commencement date	60%
From month 61 to month 72 after commencement date	50%
From month 73 to month 84 after commencement date	40%
From month 85 to month 96 after commencement date	30%

1. The Company's liability will be limited to providing Premium Interior Emulsion required to correct the affected area, at the time of lodgment 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.
3. Excludes warranty for washability-complete removal of stains, removal of burnish marks, variation in sheen of coating post cleaning / abrasive actions, etc.

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 like plant pots.
2. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
3. Paint failure due to structural defects/cracks & damage of film due to high abrasion of the surface with furniture, nails or other sharp objects, abuse or negligence by the customer.
4. Cracks arising due to joinery works at joint location for any substrate, structural cracks or any cracks with width greater than 0.05 mm
5. De-bonding of the base (material used for levelling) from the surface & cracks formation on the same.
6. The substrate is affected by high alkalinity, water seepage, constant/rising dampness in the substrate, frosting or efflorescence, constant submersion in water or water condensation resulting from temperature gradients.
7. Paint applied on the surface which is contaminated, improper painting system followed or inadequate curing time for the paint film to dry.
8. Usage of improper shade recipes or incorrect bases for tinting colours (other than white shade).
9. Improper surface preparation and/or application.
10. Any act or omission on the part of the Contractor or Customer causing Paint to be defective by any means.

For cleaning of painted surface, use mild detergent solution (< 2 % concentration) and soft cloth / sponge to remove dust, dirt and stains of non-penetrating nature. Stains are best removed when cleaned up immediately. Performance on stain cleanability will vary with type of stain and retention of stain on surface, hence not covered. Painted surface is not to be subjected to cleaning with harsh chemicals or cleaning agents based on acid/alkali, peroxides or corrosive materials.

Damage to the coating system caused by external factors, including but not limited to deterioration of the systems caused by external factors including, but not limited to, normal wear and tear, vandalism, improper cleaning or improper use, point loads or mechanical causes, fire, explosion, vibration, structural defects and/or movement, lightning, thunderbolt, acts of God, natural calamities such as earthquake and all other unusual occurrences.

11. Inadequate housekeeping or defects in the design
12. Puncturing or damaging of the cured paint film due to movement of heavy articles or fixing of any structures to the wall etc.
13. Any extension of building / civil or structural modification post painting.

The warranty will cover only manufacturing defects of Premium Interior Emulsion and will not cover any defects arising out of factors and 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 earthquakes, 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 Leakproof and D&W System.
5. Vandalism.
6. Acts of god.
7. Abuse or negligence by the costumer.
8. Causes other than defects in the Premium Interior Emulsion.
9. Improper surface preparation.
10. Surface with contaminants and not dry.
11. Paint failure due to efflorescence.
12. Normal wear and tear.

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 Interior Emulsion's application process, in which it 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 Interior Emulsion.
3. The company shall use its best endeavors 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 Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and 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 Interior 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.