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WARRANTY BOOKLET INDICUS® FORTO® is a high-performance exterior emulsion formulated with innovative Dura-colour Technology. It resists all forces of nature to keep the look of the house fresh and clean for a longer period of time.

In this document, "VNC" or "Company" means VNC Electrodes, manufacturer of INDICUS FORTO; "Product" means INDICUS FORTO.

## **WARRANTY COVER**

INDICUS FORTO offers 8-year performance warranty. The warranty covers product performance against flaking and peeling of paint. Indicus FORTO also offers 5-year warranty against the growth of algae and fungi.

#### **EXTENT OF WARRANTY**

Warranty shall apply where:

- 1. The conditions mentioned in 'Application of Warranty' are met.
- 2. 'Paint Failure' meaning any of the following occurrence, subject to the other conditions laid under this warranty:
  - Flaking and peeling of the paint caused by one coat of paint coming off from another or the paint film coming off the substrate
  - Growth of fungus and algae on wall surfaces\* (atleast spread over a minimum area of 20 sq.ft.)

The Company will only provide 'Replacement Cost' in accordance with liability as indicated in the 'Liability' section in this document.

#### **APPLICATION OF WARRANTY**

The Warranty will be applicable where:

- 1. The Product has been used for exterior cementitious wall surfaces only.
- 2. A minimum purchase of 60 litres of INDICUS FORTO has been made.
- The Product should have been applied as per the recommended application procedure given in the product data sheet available at www.indicus.in.

4. The entire paint system recommended by the Company including INDICUS ULTRACOAT WALL PUTTY and INDICUS ULTRAPRIME Wall Primer has been used. Final coverage of the paint obtained should be between 100-120 sq.ft./L/coat.

## WARRANTY EXCLUSION

Warranty will not be applicable if:

- 1. Criterias given in 'Application of Warranty' are not met.
- 2. The purchased products are past its shelf life.
- 3. Growth of algae or fungus the substrate where the products have been applied.
- 4. The Product is not used within 90 (ninety) days from the date of purchase.
- 5. In case a portion of the surface has not been treated with the Product.

The Warranty will not cover paint failure due to factors which are beyond the control of the Company, including but not limited to:

- Defects in the design of the building, including inadequate drainage system, settlement, movement or other structural defect
- Building or structural expansion or additions or reductions shifting, distortion, failure or cracking of building components
- Moss and other vegetative growth, water leakage and seepage in the building structure, staining due to water logging/stagnant water
- Natural calamities such as earthquakes, cyclones, flooding, etc.
- · Damages caused by vandalism, accidents and fire
- Failure or defects in the structure or previous coating
- Acts of God
- · Causes other than defects in the Product
- · Normal wear and tear
- Any act or omission on the part of the contractor/painter causing the Product or application of the Product to be defective by any means

#### COMMENCEMENT AND DURATION

- The Warranty shall commence on the date ("Commencement Date")
  when the consumer lodges his warranty with the company either by
  contacting 1800 599 3939 or by filling the Warranty Registration Form in
  the website (www.indicus.in) and furnishes all the relevant details
  requested in Warranty Registration Process.
- 2. For this Warranty to be valid, the registration needs to be done within fifteen (15) days of the completion of painting with INDICUS FORTO.
- The Company at its own discretion may appoint a person to inspect and validate the application of the painting system as per the directions specified.
- The Warranty shall be for the period of 8 (eight) years on film integrity of the paint from the commencement date as mentioned in the Extent of Warranty.
- 5. Where any claim arises during the Warranty period, the period will not start afresh after settlement of the claim.

#### LIABILITIES

The Company's maximum liability is limited to the repair of the paint failure (including labour cost) in the affected portion to the extent of the value equal to the original purchase price of the Product, defined herein as "Replacement Cost".

The Company's liability will reduce over the Warranty period according to the following scale:

<b>Period</b> from commencement date of warranty	Liability
Upto first 16 months	100% of replacement cost
From month 17 to month 32	80% of replacement cost
From month 33 to month 48	60% of replacement cost
From month 49 to month 64	40% of replacement cost
From month 65 to month 80	20% of replacement cost
After month 96	0% of replacement cost

- 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 of time. The labour
  rate may be determined on the basis of a per sq.ft. rate or on a daily
  wages rate. The Customer will be liable for the balance costs, which
  are not company's obligations, as indicated above.
- The Company will not be liable for any indirect or consequential loss or damages to the Customer.

## **CLAIMS AND REPAIRS**

- Any claim 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 a claim
- 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.
- 3. The Company reserves the right to carry out inspections of the Product's application process, in which the Product is alleged to have failed and to perform any tests in respect thereof, and may do so either by 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 Product.
- 4. The Company shall use its best endeavors to ensure that the Product 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 any delay caused in this respect.
- 5. The Company, in its sole discretion shall be entitled to
  - Control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions; and
  - Appoint a contractor or approve/reject the contractor appointed by the Customer.

### WARRANTY REGISTRATION PROCESS

#### To initiate warranty:

Call our INDICUS Helpline on 1800 599 3939, within 15 days from the date of purchase or by filling the Warranty Registration Form in the website (www.indicus.in).

#### Provide the following information:

- 1. Name and contact details (including address)
- 2. Site address
- Quantity of INDICUS ULTRACOAT WALL PUTTY, INDICUS ULTRAPRIME and INDICUS FORTO used
- 4. The name of the retail outlet where the customer bought the entire paint system
- 5. Invoice number and the copy of invoice
- 6. Date of purchase
- 7. Name and number of the contractor who applied the Product

#### Once registered:

- Company will send a Customer Warranty No. to you via email and a hard copy of the Warranty Certificate to your address.
- For sites where the quantity of INDICUS FORTO's usage exceeds 200 litres, the Warranty is subject to a satisfactory pre-inspection of the surface to be painted by the Company's representative.

## **TERMS AND CONDITIONS**

- This Warranty disclaims any liabilities, in contracts, tort or otherwise including negligence and strict liability. There are no warranties expressed or implied under law, which extend beyond the Warranty set out herein.
- 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.
- 3. This Warranty shall be subject to the exclusive jurisdiction of the courts in Karur.
- 4. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.

# **WARRANTY CARD**

#### **Customer Details**

Name:	
Mobile Number:	
E-mail:	
Site Address:	
Landmark:	Area:
City/Town:	District:
State:	Pincode:
Warranty and Product Details	
INDICUS ULTRACOAT Purchased Quantity (KG):	Batch No.:
INDICUS ULTRAPRIME Purchased Quantity (L):	Batch No.:
INDICUS FORTO	
Purchased Quantity (L):	Batch No.:
Warranty ID. No.:	Warranty commencement date

Seal and Signature (VNC Electrodes)