

# WARRANTY TERMS AND CONDITIONS

The warranty covers failure of paint directly attributable to deficiencies in manufacturing. However, warranty will not be applicable if the failure is on account of the following reasons:-

- Improper application and/or surface preparation (not in accordance with directions for use on the containers / technical literatures).
- Application on surfaces other than what the paint is specified for.
- Failure due to defects in the painted structure including seepage, dampness, vegetative growth such as algae or fungus.
- Due to efflorescence, cracks, saltpeter, action, salt leeching, shade fading or shade variations.
- Natural calamities, vandalism, acts of God, normal wear and tear, abuse or negligence on the part of painter/contractor/customer.
- Improper storage/handling of paint containers and/or usage of and additives/chemicals/ thinners not recommended by the company.
- If applied in coastal or high rainfall regions such as Kerala, Goa, Mumbai, etc. since vegetative growth, fading and chalking does occur with all paint types despite the usage of high-quality raw materials.

The company's liability will progressively reduce over the warranty period, as set out in the table below: -

Year	1	2	3	4	5	6	7	8
8 Year	100%	90%	80%	60%	40%	30%	20%	10%
7 Year	100%	90%	80%	60%	40%	30%	20%	N.A.
5 Year	100%	80%	60%	40%	20%	N.A.	N.A.	N.A.
3 Year	100%	60%	20%	N.A.	N.A.	N.A.	N.A.	N.A.

This warranty is limited to the extent of Berger Paints India Ltd (British Paints Division) giving material to treat the affected areas only. It shall not cover any consequential losses if any

- The company may at its own discretion appoint its representatives to inspect and validate the complaints.
- There are no warranties expressed or implied under law, which extend beyond the warranty specified herein. Also, the warranties are non-assignable and non-transferable.
- Paints failure will be defined as flaking and peeling of the dry paint film cause as a result of one layer separating from the dry paint film layer beneath or from the substrate.
- Warranty will only be applicable if all information is fully and correctly provided, along with proof of purchase in the form of dealers invoice pertaining to the specific purchase i.e. brand/shade/quantity.

**All disputes are subject to exclusive jurisdiction of the courts at New Delhi.**