

# Nerolac Excel Total Warranty Guidelines

## The Warranty Cover

Nerolac Excel Total is a long lasting , water based premium, high performance emulsion. It is based on a unique siloxane polymer to give your walls a long lasting and all weather protection.

It offers **7 year performance** (color retention & film integrity) and **5 years anti-algal** warranty, when Nerolac Excel Total & Nerolac Exterior Primer applied together as a topcoat & basecoat respectively as per the instructions mentioned in the application process mentioned in the PDS on nerolac.com or in subsequent pages of this document.

## Commencement and Duration

- a. This warranty shall commence on the date on which ("the commencement date") the consumer fills warranty application form with required details in specified format *{Sample form at the end of the document}*. For this warranty to be valid, the registration needs to be done within **fifteen (15) days** of the purchase date of Nerolac Excel Total System.
- b. If there is a break or recess period in the painting work on the same building, finalizing the commencement date shall be at the discretion of the KNPL team
- c. The company at its own discretion may appoint a person to inspect and validate the application of the Nerolac Excel Total System as per the directions specified.
- d. Upon successful acceptance of warranty registration the warranty code shall be sent to the consumer at the registered email address after being ratified by the KNPL Team which should be provided in case of any claims in the future.
- e. The warranty shall be for a period of **seven (7) years on durability** parameters (film integrity and color retention) and **five (5) years on the anti-algal** property from the commencement date.
- f. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim

## Terms and Conditions

The warranty shall apply where:

1. The total volume of the said system purchased:
  - a. **For Retail purposes** the said system Purchased and usage on a particular site is equal to or greater than 60 liters (*Minimum purchase of Excel Total – 60 L & Nerolac Excel Exterior Primer -60 L*) and

- b. **For Project purposes** the said system Purchased and usage on a particular site is equal to or greater than 200 liters (*Minimum purchase of Excel Total – 200 L & Nerolac Excel Exterior Primer -200 L* )
2. Nerolac Excel Total and Nerolac Exterior Primer applied together as per the application process mentioned in PDS
3. Nerolac Excel Total shade purchased/used by consumer is covered under the list of warranty shades issued by KNPL
4. Under normal use and service, the roof or vertical walls of building which is not coated by Excel Total System should be free of water leakage or seepage
5. The company will only provide replacement cost for paint and labor for re-application of coating, as required to set right the paint failure in the affected portion only in accordance with liability as indicated in the 'Liability' section. Throughout this warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this warranty: -
  - a. Film integrity, flaking and peeling of the paint Nerolac Exterior Primer and/or Nerolac Excel Total 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 or shows evidence of excessive weathering due to defective material
  - c. Shade fading
  - d. Growth of fungus and algae on wall surfaces\* [at least spread over a minimum area of 1 sq. mtr. (10 sq. feet)]
  - e. Water ingress through exterior surfaces (only vertical walls) where system is applied (water ingress through the roof or any through any other part of the structure not protected through the Nerolac Excel Total system will not be covered by this warranty)

## Application Process

The warranty shall only be applicable where:

- a) All plastered surfaces should be matured, clean, dry and free from all loose or poorly adhering material, dirt, grease, wax etc.
- b) Clean the surface with stiff wire brushing followed by high pressure water jet cleaning if required
- c) All structural cracks must be opened in V shape and cracks up to 3 mm to be filled with Nerolac Waterproof X Crack Filler. Cracks more than 3 mm to be filled with polymer modified mortar.
- d) Apply a liberal coat of Nerolac fungicidal wall wash solution on fungus affected areas and allow it to react for 6-8 hours.
- e) Priming should be done with Nerolac Exterior Primer depending on the painting job (Re-painting or Fresh Painting). Allow the basecoat to dry for 4-6 hours.
- f) **Fresh Surfaces:**

- I. Apply a self priming two coats of Nerolac Excel Exterior Primer with 100% dilution at forced spreading rate of 12.04-13.94 sq. mtr./ltr/coat with a gap of 4-6 hours
  - II. Apply 2 coats of Nerolac Excel Total at 40% dilution in a gap of 4-6 hours and allow the coated surface or brushing. A forced coverage of 13.01-14.81 sq. mtr./ltr /coat should be adhered for best performance.
- g) **Repainting :**
- a. Apply a self priming two coats of Nerolac Excel Exterior Primer with 100% dilution at forced spreading rate of 12.04-13.94 sq. mtr./ltr/coat with a gap of 4-6 hours
  - b. Apply 2 coats of Nerolac Excel Total at 40% dilution in a gap of 4-6 hours and allow the coated surface or brushing. A forced coverage of 13.01-14.81 sq. mtr./ltr /coat should be adhered for best performance.
- h) Do not apply during rains and extreme temperatures.
  - i) Nerolac Excel Total System has been used for vertical exterior masonry wall surfaces only.
  - j) Water sprouts are as per standard civil practices
  - k) No vertical surface/area is left uncoated due to lack of accessibility (eg. duct area).

## Liabilities

- The company’s liability will reduce over the warranty period according to following scale based on when the Excel Total system failure happens

### Performance Warranty:

Within the first 12 months after Commencement Date	100% of replacement cost
From month 13 to month 24 after commencement date	85% of replacement cost
From month 25 to month 36 after Commencement Date	70% of replacement cost.
From month 37 to month 48 after Commencement Date	55% of replacement cost.
From month 49 to month 60 after Commencement Date	40% of replacement cost.
From month 61 to month 72 after Commencement Date	25% of replacement cost.
From month 73 to month 84 after Commencement Date	10% of replacement cost.

**Anti-algal Warranty:**

Within the first 12 months after Commencement Date	100% of replacement cost
From month 13 to month 24 after commencement date	80% of replacement cost
From month 25 to month 36 after commencement date	60% of replacement cost
From month 37 to month 48 after commencement date	40% of replacement cost
From month 49 to month 60 after commencement date	20% of replacement cost

b. The company will be liable for the replacement cost of only paint and labor required to set right the area of paint failure only, at the time of the lodgment of claim.

b. The labor rate will be determined by the company and it will be a reflection of the current prevailing market labor rates and the same will not be disputed by the customer, at any point of time. The labor rate may be determined based on a per sq.mtr. 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.

c. The company will not be liable for any indirect or consequential loss or damages to the customer. The customer's exclusive and sole remedy under this warranty shall be as mentioned here in this clause.

## Exclusions

- The warranty will be void in the following events:
  - Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
  - Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
  - Growth of algae or fungus on surfaces other than masonry walls.
  - Inadequate housekeeping of terrace or roof resulting into water logging.
  - Defects in the design of the building or roofing system, including inadequate drainage system, settlement or movement.
  - Water seepage through ducts or other areas where Nerolac Excel Total System is not applied due to inaccessibility of that area.
  - Exposure of Nerolac Excel Total System to damaging substances such as chemicals, solvents or oils.
  - Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.

- Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.
  - Removal, excavation or replacement of concrete or other materials about the testing, repair, removal or replacement of the product.
  - Leaks or damages resulting from any additional installations on or through the product or flashing after the initial installation that is not consistent with Nerolac Excel Rainguard Waterproof Primer Project application.
  - Any extension of building/civil or structural modification post painting will make the warranty void.
  - Warranty will be void in case of mechanical damage/puncturing of the paint film (whether on horizontal or vertical) including but not limited to sharp objects, plantation near the building etc.
  - Water seepage from or through the drain pipes carrying water from the upper parts of the building to the ground. These could include leakage/seepage through external or internal drain pipes on the structure
  - The warranty will not be valid in case of failure of the underlying plaster or putty coat or texture paint which in turn causes a failure of the Nerolac Excel Total System film.
  - The warranty would be void in case of water leakages arising out of uncoated surfaces/structures that are directly connected to the structure painted with Nerolac Excel Total System.
- The warranty will cover only the manufacturing defects of Nerolac Excel Rainguard Waterproof Primer Project and/or Nerolac Excel Total and will not cover any defects arising out of factors out of control of the company, including but not limited to:
    - Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, damage of paint due to ants and insects, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots.
    - Natural calamities such as earthquakes, cyclones.
    - Failure or defects in the structure or previous coating.
    - Vandalism.
    - Acts of God.
    - Abuse or negligence by the Customer.
    - Causes other than defects in the Nerolac Exterior Primer and/or Nerolac Excel Total
    - Improper surface preparation.
    - Surfaces with contaminants and not dry.
    - Normal wear and tear.
    - Any act or omission on the part of the contractor/painter causing the Nerolac Total System or the application of Nerolac Total System to be defective by any means.

## Claims and Benefits

- 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 customer must log onto his/her account on the Portal/App and intimate 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 Nerolac Excel Total System's application process, in which the Nerolac Excel Total System 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 Nerolac Excel Total System
- The consumer must provide the certificate issued at the time of registration as proof of sanction of warranty and provide the details as such required.
- 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
- 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 appoint a contractor and/or approve the contractor appointed by the customer





**NEROLAC**