

Raincoat
Cool
Warranty
Document

2019

This document covers the warranty and other provisions thereto regarding the following products ("Product(s)") of Pidilite Industries Limited ("Company").

I. Product(s):

Sr. No.	Products	Warranty	Period
1.	Dr. Fixit Raincoat Cool	Waterproofing ,film integrity and anti-algal property	7 years

II. Warranty:

1. The Warranty is for the replacement of the Product of an amount equivalent to the Product cost and the labour costs for re-application of the Product due to Coating Failure in the affected portion only.

"Coating Failure" shall mean the following:-

- i. Film integrity, flaking, peeling and blistering of the Products, caused by one coat of the Product coming off from another or the Product film coming off from the substrate.
 - ii. Growth of fungi and algae on wall surfaces* (at least spread over contiguous area of a minimum area of 10 sq feet) on all Products listed above.
 - iii. Failure of waterproofing, viz., water ingress from exteriors through the coatings in exterior walls.
2. The aforesaid labour costs.
will be determined by the Company based on prevailing market labour rates on per sq. ft. rate or on daily wages rate and the same will not be disputed by the Customer (as defined hereinafter) at any point of time.
 3. The warranty will not cover Coating Failure due to factors which are beyond the control of the Company, including but not limited to:
 - a. Structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage in the building structure and continuous dampness of the surface, staining due to plant pots, efflorescence, water-logging / stagnant water.
 - b. Natural calamities such as earthquakes, cyclones and flooding
 - c. Failure or defects in the structure or previous coating, or any repair work undertaken or removal or tampering with any part of the treated portion.
 - d. Damage caused by vandalism, accidents and fire
 - e. Acts of God
 - f. Abuse or negligence by the Customer
 - g. Improper surface preparation
 - h. Surface with contaminants
 - i. Normal wear and tear
 - j. Misuse of the Products

- k. Wilfully inflicted damage
 - l. Exposure to chemicals, acids or fumes
 - m. Failure to follow instructions/TDS
 - n. Any act or omission on the part of the contractor/painter causing Products or the application of Products, to be defective by any means.
4. The Warranty shall be subject to the terms, conditions and provisions mentioned herein.

III. Applicability of Warranty:

1. The Warranty shall apply only:
- a. To the end user / beneficiary of the Products i.e. the owner of the site on which the Products have been applied (“Customer”).
 - b. If the total volume of Product usage on a particular site exceeds 300 litres on a single site.
 - c. If the Registration for request for warranty is made by the Customer 15 days prior to the commencement of application of the Product and
 - d. If the quantity of Products used for particular size of area is in accordance with the parameters defined in the relevant technical data sheet (“TDS”) for the Products. Customer must ensure the contractor carries out application as per TDS of the Product being used.
 - e. If all the exterior walls of the building/s is also treated with the Product
 - f. If the application of Product is on exterior wall surfaces only.
 - g. If the Product is purchased either directly from the Company or through its authorized channel partners.
 - h. Upon satisfactory completion of the 3 stage inspection of the exterior surface undergoing waterproofing by the authorized representative of the Company following the registration of warranty. All vertical walls of the building including all horizontal protrusions like chajjas/sunshades must be coated with the Product as per the Technical Data Sheet.
 - i. If a claim is made forthwith, however not later than 30 (Thirty) days of the Customer discovering any defect, damage or failure which gives rise to a claim, the Customer shall provide full details thereof, setting out the basis for the claim. The Company reserves the right to carry out inspections of the application process of the Product, in which the relevant Product 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.
2. The warranty will be valid only in the following places in India
- Mumbai, Pune, Nagpur, Nasik, Goa, Ahmedabad, Surat, Bangalore, Hyderabad, Chennai, Coimbatore, Madurai, Kochi, Trivandrum, Kozhikode, Delhi, Gurgaon, Chandigarh, Noida, Kolkata, Siliguri, Bhubaneswar, Ranchi, Patna, Indore, Bhopal, Raipur

IV. Commencement and Duration

1. This Warranty shall commence from the date of first purchase of the Products by the Customer (Commencement Date) provided Product is consumed within 90 days of the date of purchase and shall be subject to the conditions mentioned herein.
2. The Warranty shall be applicable for a specific period as detailed above, from the Commencement Date on all performance parameters as detailed herein. It is clarified that where any claim arises during the warranty period, the period will commence only from the Commencement Date of warranty even after settlement of the claim.

V. Exclusions

1. The Products under this warranty are application based and might be affected by various external factors or combinations thereof.
2. The Warranty will be void in the following events:
 - a. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like potted plants, plants or water flow from overhead tank etc.
 - b. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
 - c. Growth of algae or fungus on surfaces other than exterior walls where the Products have been applied.
 - d. The Product is not consumed within 90 (ninety) days from the date of purchase.
 - e. Dampness from internal walls due to leakages from bathrooms, kitchens etc.
 - f. In case a portion of the surface has not been treated with the Product.
 - g. Fading and chalking as a result of use of Products in coastal areas.

VI. Liability

1. The Company's maximum liability is limited to the repair of the Coating Failure (including labour cost) in the affected portion to the extent of the value equal to the original purchase price of the Products ("replacement cost"). The Company shall not have any other liability or responsibility irrespective of any representation or assurance given by any party.
2. The Company's liability will reduce over the warranty period according to the following scale as per the applicable Product:

Raincoat:

- | | |
|---|----------------------------|
| 1. In the first 12 months after Commencement Date | - 100% of replacement cost |
| 2. After month 12 to month 24 after Commencement Date | - 80% of replacement cost |
| 3. After month 24 to month 36 after Commencement Date | - 60% of replacement cost |
| 4. After month 36 to month 48 after Commencement Date | - 40% of replacement cost |

5. After month 48 to month 60 after Commencement Date - 30% of replacement cost
 6. After month 60 to month 84 after Commencement Date - 20% of replacement cost
-
3. The Company, in its sole discretion shall be entitled to appoint a contractor and / or approve the contractor appointed by the Customer.
 4. The Customer will be liable for all other costs excluding Product replacement cost and labour as covered in this document.
 5. The Company will not be liable for any other cost or indirect or consequential loss or incidental damages or any loss of income, profits or contracts to the Customer or to any other person. Notwithstanding anything mentioned herein, the Customer's exclusive and sole remedy under this Warranty shall be as mentioned in Clause II - Warranty and no other express or implied warranty is provided.
 6. This Warranty disclaims any liabilities, in contract, 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

VII. General Provisions:

- a) If any dispute arises between the Company and the Customer, in respect of the Warranty, **the decision of Mr. Sanjay Bahadur, CEO of Construction Chemical division, Pidilite Industries Limited will be final and binding.**
- b) This warranty shall be subject to the exclusive Jurisdiction of the courts in Mumbai.
- c) The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.
- d) Terms, Conditions and other provisions of the warranty are subject to change.
- e) Any reference to Company shall mean Pidilite Industries Limited

VIII. To Register Warranty *(This section is only for the information of the Customer and shall not affect the interpretation of the sections hereinabove. In case of any conflict between this section and the prior ones, the prior sections will prevail.)*

- a) For Registration of a site call our Dr. Fixit Advice Centre on 1800-209-5504 and provide Customer name, contact details and approximate exterior surface area to be coated.
- b) Registration of Request for warranty to be made by the Customer 15 days prior to the commencement of application of the Products.
- c) In order to make this warranty valid, as per terms outlined, it is essential that request for Registration of Warranty is being made by the Customer.
- d) The Company's representative will pre-inspect the surface to be coated and if the inspection is satisfactory, handover the Products check list provided. In case the pre-inspection is found to be unsatisfactory, corrective measures will be suggested and additional pre-inspection will be carried out till site conditions are satisfactory to proceed with Raincoat application for registration of warranty.

Note:

- (1) The pre inspection checklist/report is only for water proofing and should not be used as a substitute for proper structural check/audit of the building.
- (2) Satisfactory pre-application inspection shall be conducted 7 days prior to the commencement of the work.
- (3) Satisfactory inspection during Products application should be conducted after completion of each coat days from the commencement of the application.
- (4) Satisfactory post-application inspection should be conducted within ten working days of the completion of the application.
- (5) Inspection under this Warranty to be carried out by the Company's representative assigned to the site.
- e) Final warranty certificate will be issued after satisfactory validation of completed site by authorized representative of the Company. Such validation does not imply approval by the Company of the method of application or compliance with the conditions of warranty but is merely a validation of proper purchase entitling the Customer to the warranty in accordance with the terms and conditions of this warranty.
- f) The Company at its sole discretion may appoint a person to inspect and validate the application of the Products as per the directions specified.
- g) Upon registration, a Unique Warranty Id will be generated, which will be the reference code for the Customer for future communication.
- h) The customer shall attach stamped receipt of purchase to the warranty letter and retain the same during tenure of the warranty.
- i) The Customer may call on 1800-209-5504 if he experiences a problem or have any questions regarding the Warranty. An authorized representative of the Company would contact the Customer within 7 (seven) working days from the date of enquiry.
- j) Post the completion of the coating, the customer has to submit following to the Company:-

Customer details

Customer Name	
Site Address	
Mobile Number	
Warranty Request Number	

Product details

Product Name	Dr. Fixit Raincoat Cool
Quantity consumed (in litres)	
Batch Number(s)	

Manufacturing date(s)	
Area coated (in sq. ft.)	

Purchase details

Name & Address of Dealer	Invoice No	Invoice Date	Dealer Stamp

Contractor details

Contractor's Name	
Contractor's Address	
Contractor's Tel No./ Mob No.	

INSPECTION Checklist for Dr.Fixit Raincoat Cool work procedure

Areas of application: All exterior cement-sand plastered walls / concrete surfaces

Pre-application -Checklist: Do's and Dont's

- All cementitious substrates to be well cured at least for 6 – 8 weeks
- Check for external and internal plumbing leakages if any and to be rectified properly
- Check soundness of plaster. De-bonded plaster to be repaired appropriately
- Check the existing paint -*Cement paint if any, to be removed as best as possible.*
- Coating not recommended on synthetic enamels, bituminous paints
- Coating not recommended on any putty applied and on very smooth surfaces
- Confirm with the client about the desired shades for the various elevation of building
- Confirm the shades selected by physical sampling at site and retain the sample.
- Carry out proper surface preparation - like widening the cracks with 'V' groove, cleaning thoroughly with clean water and application of crack filler or polymer modified mortar as required
- Ensure chajjas, overhangs, etc. are properly sloped, angle fillet at joints.
- Ensure crack filling is done with crack filler and for cracks > 5mm by polymer modified mortar
- Ensure proper curing of all repairing works
- Plan for proper manpower arrangement to carry out the job
- Ensure for sufficient quantity of safety gear like safety belts, helmets etc.
- Prepare a schedule of the work with bar chart, for the entire job
- Assess the quantity of all materials required for the job and check its availability

During application -Checklist:

- Note batch nos and manufacturing dates of all materials received at site
- Ensure proper curing of all repairing works
- Clean the area with removal of dust, algae, efflorescence etc. and clean with water
- Ambient temperature during application shall not be too low (<5⁰c) or too high (>40⁰c)
- Do not apply during rainy season or if there is risk of raining as it will spoil the work
- Saturate the surface well with water prior to application
- Shake well the contents before opening and stir well during mixing and application
- Ensure that coating work starts early morning (7.00 AM) to avoid coating under direct sunlight.

- Plan in a way that direct sunlight during coating is avoided.
- Apply one coat of *Dr. Fixit Primeseal* diluting 2 parts primer : 1 part water of, *in case of fresh painting with Raincoat*
- Pot life of mixed primer is about 45 minutes hence consume the material within stipulated time period
- Ensure proper coverage of primer – 8-10 m² /ltr / coat
- Allow to dry for 4 to 6 hrs
- Shake well the contents before opening and keep stirring during application
- Allow air curing for 7 days

Post Application Checklist :

- Note date of completion of coating
- Check appearance of the surface for – finish, lustre, levelling, opacity etc so as to get no telegraphing and uniform finish
- Ensure that containers and brushes are properly cleaned.
- Ensure proper cleaning of area (house-keeping).
- The waste material has not been thrown down the drain but disposed off properly.
- List of do & don'ts to take care and take corrective measures if any faults observed

Precautions and limitations:

- **“Do not Dilute” *Dr. Fixit Raincoat Cool***
- Stir contents well before use
- Do not apply on very smooth and putty applied surfaces
- Avoid coating on damp substrates
- Apply ***Dr. Fixit Raincoat Cool*** within 48 hrs of Primeseal application.
- Apply extra coat on rain lashed walls and on critical areas like parapet / chhajjas etc.
- The coverage may vary according to the nature and texture of substrate.
- Ensure proper coverages of material by conducting a trial prior to execution of work to derive coverage for guesstimating the material consumption
- Note all details (Batch No. / date etc.) of the material received for further references.