

AMAZER XTRA
EXTERIOR EMULSION



AMCOS AMAZER XTRA WARRANTY GUIDELINES

Warranty Cover

Amcos paints Amazer Xtra is a high-performance paint that offers a '3-year' performance warranty. The 3-year warranty covers product performance against fading, flaking and peeling. In addition to the prior mentioned problems, a '2-year' warranty is given against the growth of algae

Terms of Warranty

This warranty shall commence on the date on which the consumer registers this warranty in the manner recommended by the company with all requisite details. For this warranty to be valid, the registration needs to be done within fifteen (15) days of the purchase date of the product.

The company at its own discretion may appoint a person to inspect and validate the method of application of the total System as per the specified directions.

The Warranty shall be for a period of three (3) years on Durability parameters (Film integrity and Colour Retention) and two (2) years on anti-algal from the Commencement Date.

Where any claim arises during the warranty period, the period will not start afresh after the settlement of the claim.

The product purchased shall be consumed within one month from the date of purchase.

Applicability

Prerequisite to come within the ambit of Warranty:

- The total volume of the said system purchased and used on a particular site is equal to or greater than 60 liters (Minimum purchase of Amazer Xtra – 60 L & Amcos Exterior Primer -60 L).
- The painting system has to be used for exterior masonry wall surfaces only.
- All elements of Surface preparation prior to the application and application work have to be done in accordance with the instructions provided in the Product Information Sheet of Amcos paints Amazer Xtra
- The customer has to use the entire paint system recommended by Amcos. Final Coverage obtained should be between 60-70 sq.ft/ltr.

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- For freshly plastered and cured surfaces, undercoat of Amcos Exterior Primer shall be applied with at least 2 top-coats of Amazer Xtra. All horizontal surfaces have to be coated with an additional 3rd coat for added protection.
- Cracks upto 3mm on the surface should be filled with Amcos Master Seal and above 3mm should be addressed by Civil Maintenance work.
- If the total volume of the Topcoat purchased and consumed within one month in a single site exceeds 100 Ltrs, an onsite inspection of the surface to be painted by a Company deputed expert is mandatory.

LIABILITY

The company's liability will reduce over the warranty period according to the following scale based on when the Amazer Xtra system failure happens

Performance Warranty	
Within the first 6 months after Commencement Date	100% of replacement cost
From month 7 to month 12 after commencement date	75% of replacement cost
From month 13 to month 24 after Commencement Date	50% of replacement cost.
From month 25 to month 36 after Commencement Date	20% of replacement cost.
Anti-algal Warranty	
Within the first 6 months after Commencement Date	100% of replacement cost
From month 7 to month 12 after commencement date	75% of replacement cost
From month 13 to month 24 after commencement date	40% of replacement cost

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.

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.

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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. The customer's exclusive and sole remedy under this warranty shall be as mentioned here in this clause.

WARRANTY EXCLUSIONS:

The warranty shall not be valid in the following cases.

- Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots etc.
- 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 Amazer Xtra is not applied due to inaccessibility of that area.
- Exposure 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.
- 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.

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- 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 paint film.
- The warranty will cover only the manufacturing defects of Amcos Amazer Xtra 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 & 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 Amcos Amazer Xtra
 - 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 Amcos Amazer Xtra or the application of Amcos Amazer Xtra to be defective by any means.

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CLAIMS

Any claim made in terms of this Warranty shall be made within 15 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.

The Company reserves the right to carry out inspections of the paint Amcos Amazer Xtra application process, in which Amcos Amazer Xtra 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. The consumer shall cooperate with the Company for such inspection/enquiry. Failure to this mandatory compliance would be considered as violation of terms of warranty, resulting in deemed relinquishment of warranty by the customer.

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.

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.

GENERAL TERMS

This warranty is non-transferrable.

In the event of any dispute arises between the Company and the Customer in respect of the above Warranty, neither of them shall commence any court or arbitration proceedings touching upon the dispute, unless an initial attempt is made through mediation.

In case of any disputes, the same is subject to exclusive Jurisdiction of the courts at Ernakulam.

The section headings in this warranty are for convenience of interpretation only and do not have any legal or contractual effect.

The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.

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WARRANTY INFORMATION

Customer Details

Customer Name

Site Address

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Contact Number

Warranty Number

(Issued by company after warranty registration)

Warranty Start Date

Product Details

Product Name Color

Batch No Mfg Date

Quantity (Ltrs) Area Painted (In Sq Ft)

Dealer Details

Dealer Name Dealer Address

Invoice No.....
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Invoice Date

Dealer Stamp

Contractor / Painter Name

Contractor / Painter Address

Contractor / Painter Contact Number