

# AQUATECH | WARRANTY ROOF WATERPROOF | DETAILS



**Dulux Aquatech Roof Waterproof** is a super durable, easy to apply, thick and elastomeric roof coating that is made with fine pigments and an extremely durable high bond polymer that provides ultimate water barrier membrane on roofs combined with good DPUR and Flexibility to bridge cracks of upto 2mm.

AkzoNobel India Ltd (referred to as "Company") offers **TEN** Years Warranty from date of purchase, on the application system for its product Aquatech Roof Waterproof only on application on terrace horizontal surfaces. The Roof Waterproof system consists of usage of Dulux Aquatech Roof Waterproof (henceforth referred to as Aquatech Roof Waterproof) as per the system of application mentioned in the product information sheet for horizontal surfaces.



# MINIMUM PURCHASE CONDITION:

Minimum 40 Lit of Aquatech Roof Waterproof should have been purchased and consumed on a single building Entire terrace along with parapet needs to be enveloped as recommended

# **WARRANTY REGISTRATION PROCESS:**

- 1) Register for warranty within 30 days from the date of purchase of Dulux Aquatech Roof Waterproof
- 2) One can register for the warranty on:
  - a. Visit https://www.dulux.in/en/dulux-assurance and follow instructions
  - b. SMS "Dulux" to +91 8588866000 and follow instructions to start interaction with AkzoNobel on Whatsapp through a smart phone
- 3) To register for the warranty, keep the following information ready before beginning the registration process:
  - a. Customer name and contact details
  - b. Site address
  - c. Quantity of Aquatech Roof Waterproof and corresponding primer purchased
  - d. Name and address of the paint shop where the purchase was made
  - e. Invoice number
  - f. Date of purchase
  - g. Soft copy of the invoices for paint (topcoat) and primer (basecoat)
  - n. After completing the warranty registration process and documents validation, a unique Warranty Registration Number will be assigned.
- 4) For sites where the quantity of the said system usage exceeds 200 Lit, the Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.

# **PAINTING SYSTEM:**

- Cleaning: Ensure that the surface to be painted is free from any loose paint, dirt or grease. Any previous growth of fungus, algae or moss needs to be removed thoroughly by vigorous wire brushing and cleaning with mixture of Aquatech Pre Treatment Coat and water in the ratio 1:10.
- 2. Filling: Application of any kind of Putty is not recommended. All non-structural cracks of upto 20mm must be filled with Aquatech Crackfillers (5mm, 10mm, 20mm) Damaged plaster or any major surface imperfections are to be filled only by using mixture of cement and fine sand (in the ratio of 1:3) mixed with Aquatech Waterproof Repair Polymer or Aquatech Repair Pro Latex as per recommended application procedure.
- Priming Coat: Apply a self-priming coat of Dulux Aquatech Roof Waterproof over the dried surface by diluting with water up to 30% using roller or brush.
- 4. Topcoat: Apply 2-3 coats of Dulux Aquatech Roof Waterproof without dilution by roller or brush to force coverage of 8-10 Sq. Ft./Litre. A gap of 6-8 hours drying time should be given to ensure complete drying of the former coats. Ensure that the full roof including entire terrace along with parapet needs to be enveloped with Dulux Aquatech Roof Waterproof to ensure product delivery.
- 5. Maintenance Tips: Any horizontal surface will have dirt accumulation. In order to maintain /clean the surface it is essential that only soft cleaning is done. DO NOT use wire brushes or any other hard cleaning tools over the Dulux Aquatech Roof Waterproof painted surface. For best performance of the paint ensure proper washing of all algal and fungal growth (if any) at regular intervals of three months.
- 6. Damage caused to the film: Any unnatural damage caused to the film even in small patches needs to be repaired. An old Dulux Aquatech Roof Waterproof coating can be repainted over the small damaged patch to make it as good as new. There is no need to re-do the entire roof again.

# **EXTENT OF WARRANTY:**

Warranty shall be applicable where:

- 1. When the total volume of the said system purchased exceeds 40 Lit and the usage on a particular site exceeds 40 Lit.
- Warranty will be applicable only for seepage from terrace & parapet walls if Dulux Aquatech Roof waterproof is applied on the terrace. It is not applicable for water seepage from vertical surfaces or outer walls where Dulux Aquatech Roof waterproof system has not been applied.
- Under normal use and service, the roofs & parapets of building that are not coated by Aquatech Roof Waterproof should be free of water leakage or seepage.
- 4. The Company will only provide replacement paint for re-application of coating, as may be necessary to set right the Paint Failure in the affected portion only in accordance with Liability as indicated in the 'Liability' section.
- 5. Throughout this warranty the word "paint failure' shall mean any of the following occurring, subject to the other conditions laid down under this warranty:
  - a. Film Integrity This is the condition whereby the paint film flakes, peels, cracks or chalks and starts detaching itself from the substrate or when one coat detaches itself from the other coat of paint. This warranty will not cover flaking caused by water seepage below or behind paint film or de-lamination of plaster materials or any intentional damage caused to the paint film by peeling/scraping/damaging paint film.
  - b. Water Ingress This refers to the ingress of water through the paint film to the inner surface. Water ingress through the paint film due to improper sloping of terrace/surface and/or long standing of stagnation of water will however not be covered by this warranty.
- 6. The product must have been stored as specified in their packaging instructions and have been used within their shelf life.
- 7. Dulux Aquatech Roof Waterproof should not be applied during extreme temperatures, rains, fog, mist, snow, or when such conditions are imminent during application or curing period
- 8. Dulux Aquatech Roof Waterproof should not be used in combination with product from any other manufacturer.
- ANI does not give any warranty against dirt pick up of Aquatech Roof Waterproof on horizontal area.

# COMMENCEMENT OF WARRANTY

- This Warranty shall commence from the date ("the Commencement Date") of completion of the painting project on the said building or the structure
- b. The registration for the product must be completed within 30 days from the date of purchase of the product.
- c. 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 AkzoNobel team
- d. The Company at its own discretion may appoint a person to inspect and validate the application as per the directions specified.
- The Warranty shall be for a period of Ten (10) years on terrace waterproofing from the Commencement Date.
- f. Where any claim arises during the warranty period, the period will not start afresh after settlement
- of the claim.

#### LIABILITY

The Assurance covers the replacement of the "Aquatech Roof Waterproof" as per the material consumption on the affected area only AND as per liability clause mentioned in the table below (the material consumption shall be calculated by the stated product coverage norms on the Product Data Sheet). The replacement quantity shall cover only the paint quantity of "Aquatech Roof Waterproof", required to set right the area of the paint failure, at the time of the lodgement of the claim. It will not cover any other material or labour cost incurred in repair. The customer will be liable for the balance costs, which are not the company's obligation as indicated above

#### LIABILITY CLAUSE

Percentage of material required to set right the affected area of paint failure	
Upto 100%	
Upto 90%	
Upto 80%	
Upto 70%	
Upto 60%	
Upto 50%	
Upto 40%	
Upto 30%	
Upto 20%	
Upto 10%	

- Subject to para mentioned above, maximum redemption quantity of material shall be limited to 20L of the "Aquatech Roof Waterproof" OR the quantity calculated under para #1 above, whichever is lower, under this Assurance program. For further redressal of any product quality issue, normal complaints procedure is available as a recourse.
- The Company's liability will be limited to the cost of paint only.
- The replacement cost shall be the cost of the paint Aquatech Roof Waterproof only required to set right the area of paint failure only, at the time of the lodgment of claim. 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 herein this

# **CLAIMS AND REPAIRS**

- a) 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 otherwise the claim will fail
- b) The consumer shall forthwith notify the Company by telephonically contacting 1800 3000 4455 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 seek more information and/or carry out inspections of Dulux Aquatech Roof Waterproof application process, in which Dulux Aquatech Roof Waterproof 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 and the consumer. 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 Dulux Aquatech Roof Waterproof applied surface otherwise the warranty claim shall fail
- c) The Company shall use its reasonable endeavours to ensure that Dulux Aquatech Roof Waterproof 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.
- d) The Company reserves the right to reject a claim if there is reason to believe that there is misrepresentation, or the claim is fraudulent, or is in violation of any of these Terms and Conditions
- e) The Company though does not provide any application services and only supplies products however, in its sole discretion and not obligation shall be entitled to control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions

### **MISCELLANEOUS**

- 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. AkzoNobel India Ltd. reserves the right to alter the terms and conditions without any prior notice.
- b) If any dispute arises between the Company and the Customer, in respect of the above Warranty, neither shall commence any legal proceedings against the other relating to the dispute, unless they have first tried to mutually/amicably resolve the issue within 30 days.
- In case of any disputes, the same is subject to the exclusive jurisdiction of the courts of Delhi and it is governed by Laws of India.
- d) The facts and all matters concerning any dispute will be always kept confidential by both the Customer and the company.

# **EXCLUSIONS**

- Intermittent dripping of water due to proximity of vegetation or overhead cement or any other type of water storage tanks or terrace gardening plant pots or concealed plumbing lines or any other sources of water leakage
- Water penetration due to capillary rise from ground level, including water leakage, seeping from outer walls/ vertical surfaces, bathroom, toilets, kitchen sinks and continuous dampness of the surface or any area not treated with Dulux Aquatech Roof Waterproof.
- The warranty will cover only manufacturing defects of the Paint Product (Dulux Aquatech Roof Waterproof) and will not over defects arising due to factors beyond the control of the Company, including but not limited to the following factors;
- a. Paint failures due to structural defects, moss and other vegetative growth, water leakage from below paint film, leakage from some pipe and continuous dampness of surface
- b. Entrapped water introduced during construction or seepage within the building structure
- c. Rain penetration through walls or chajjas
- d. Natural calamities such as earthquakes, lightening, floods and cyclones
- e. Leaks or damages resulting from any additional installations on the surface coated with the system
- f. Failure or defects in the structure of the previous coating
- g. Abnormally excessive accumulation of atmospheric chemical particles or atmospheric dirt.
- h. Application of any paint or other chemicals on the paint film beside those required under the painting system.
- Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
- k. Vandalism or malicious damage caused by the Customer or any third parties
- I. Malfunction due to Acts of God
- m.Excessive accumulation of atmospheric dirt/pollution & water logging due to inadequate housekeeping.
- n. Stains Damage to paint film while scrubbing of Stains
- o. Any sort of efflorescence or salt deposition on the paint,
- p. Alterations or extensions carried out to the affected area without prior consent of the Company.
- q. Abuse or negligence
- r. Causes other than defects in the Product
- s. Improper Surface Preparation or failure to adhere to the standard painting practice/procedure recommended by the Company
- Surface with contaminants to damaging substances such as chemicals, solvents or oils or Surface that is not dry.
- u. Normal wear and tear
- Deterioration caused by lapse of the customer or by exposure to substances such as chemicals, solvents or oils
- w. Water ingress due to damage caused to the film by any unnatural cause.
- x. Dulux Aquatech Roof Waterproof used on very smooth surfaces e.g., metal, PVC pipe, plastic shades, china mosaic and ceramic tiles.

The Warranty is only available to private individuals who are residents of India. The warranty is not available to employees of the AkzoNobel group of companies, their agents, distributors, wholesalers, resellers, or retailers. Resellers, retailers, and contractors/painters may not submit claims on behalf of their customers.

# Owner's Responsibility:

The owner should keep proper housekeeping hygiene and should follow the after-care procedure of Dulux Aquatech Damp Protect

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To know more about our products and services, please call us at 1800 3000 4455

In case of any complaints, please contact: Customer Care Cell: 1800-3000-4455 E-mail: customercare.india@akzonobel.com

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