



DULUX PROMISE | WARRANTY EXTERIOR RANGE | DETAILS



Dulux Promise / Promise Sheen Exterior offers a three (3) years Warranty in India subject to the terms and conditions set out herein below from the date of purchase. The system of application should be as per the details mentioned in the product data sheet.



TOP COAT - DULUX PROMISE / PROMISE SHEEN EXTERIOR

with Exterior Acrylic Primer
3 years - Film Integrity

with Promise Exterior Primer
3 years - Film Integrity

with Promise Smartchoice Exterior Primer
3 years - Film Integrity

MINIMUM PURCHASE CONDITION:

For the warranty to be valid, make a minimum purchase of 20 litres of Dulux Promise / Promise Sheen Exterior is required.

COMMENCEMENT AND DURATION:

- This Warranty shall be effective from the date of purchase as per a tax invoice (which is mandatory document) "Commencement date", provided that the consumer registers complain by calling customer care number "1800 3000 4555" and furnishing all the details of purchase as requested by company and completes the registration within 30 days from the date of purchase.
- The Warranty shall be for a period of three (3) years from the "Commencement Date" which is date of purchase as mentioned in the tax invoice.
- The tax invoice (one tax invoice or two separate tax invoice) should include the purchase of Dulux Promise.
- This is clarified that, if any claim that arises during the warranty period, the period will be considered only from the original date of the commencement. This does not start fresh, after settlement of any claim during the warranty period.
Notwithstanding anything mentioned herein, this warranty is the customer's sole remedy, and no other express or implied warranty is provided.
No representative of the Company or any other person has any authority whatsoever to assume for the Company any other liability or responsibility.

APPLICATION:

This warranty shall only be applicable where:

- Dulux Promise / Promise Sheen Exterior has been used on the exterior masonry wall surfaces only.
- It shall be mandatory to have applied an undercoat of Dulux Promise Wall Primer with an obtained coverage of 100-120 sq.ft./ltr in 1 coat, subsequently followed by at least 2 topcoats of Dulux Promise / Promise Sheen Exterior.
- The customer has used the entire paint system recommended by the company as given in the directions for use section. Final coverage obtained post the correct usage should be between 50-60 sq. ft./ltr.
- Warranty covers and is limited to only to Paint Failure as defined below. The words "Paint Failure" shall mean any of the following:
Film integrity, flaking and peeling of the paint Dulux Promise caused after applying the same in prescribed manner as mentioned later in the warranty document.
PLEASE NOTE THAT THIS WARRANTY IS SUBJECT TO THE CONDITIONS MENTIONED HEREIN.

EXTENT AND APPLICABILITY OF WARRANTY:

- The total purchase of Dulux Promise exceeds 20ltrs for usage in a particular site.
- The company will 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" section.
- Throughout this warranty, the words "Paint Failure" shall mean any of the following occurrence, subject to the other conditions laid under this Warranty:
 - Peeling or flaking due to dampness on the wall or leakages will not be considered under warranty.
 - Shade fading due to alkali/ efflorescence attack will not be covered.

LIABILITY

- a Subject to clause below, the Company's liability will be limited to replacement of Dulux Promise / Promise Sheen Exterior only as may be necessary to repair the affected areas subject to a maximum of the quantity purchased as per registered warranty. Company will not be liable for any labour or application/removal costs.
- b The Company's liability will reduce over the warranty period according to the following scale:

LIABILITY CLAUSE

Duration after the commencement date	Percentage of claim repainting cost
From the 1st to the 12th month after commencement date	Upto 80%
From the 13th to the 24th month after commencement date	Upto 50%
From the 25th to the 36th month after commencement date	Upto 20%

- c The Customer will be liable for all other costs excluding material replacement cost.
- d The Company will not be liable for any other cost or indirect or consequential loss or damages to the customer or to any other person. The customer's exclusive and sole remedy under this Warranty shall be as mentioned herein in this clause.
- e The company will be liable if the paint failure as mentioned above "Film integrity, flaking and peeling" is more than 10% of the applied area at a stretch.

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 4555 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 Promise application process, in which Dulux Promise 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 Promise otherwise the warranty claim shall fail.
- c The Company shall use its reasonable endeavours to ensure that Dulux Promise 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, in its sole discretion shall be entitled to:
 - 1 Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
 - 2 Appoint a contractor and/or approve the contractor appointed by the customer.

MISCELLANEOUS

- a 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 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 relating to the dispute, unless they have first tried to resolve the issue mutually/amicably within 30 days.
- c In case of any disputes, the same is subject to 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

- a) Warranty will not be covered for the damage due to the wear and tear due to handles & latches.
- b) The Warranty will cover only manufacturing defects of Dulux Promise. The warranty will not cover any defects arising out of factors out of control of the Company, including but not limited to:
 - a. Natural calamities such as earthquakes, cyclones, and flooding
 - b. Failure or defects in the structure or previous coating, or any repair work undertaken.
 - c. Damage caused by vandalism, accidents, and fire.
 - d. Act of God
 - e. Abuse or negligence by the Customer.
 - f. Failure arising due to structural defects.
 - g. Causes other than defects in Dulux Promise.
 - h. Improper surface preparation.
 - i. Product failures due to structural defects, from below paint film.
 - j. Surface with contaminants.
 - k. Normal wear and tear.
 - l. Misuse of Dulux Promise.
 - m. Wilfully inflicted damage.
 - n. Exposure to chemicals, acids, or fumes.
 - o. Failure to follow instructions and compromised surfaces.
 - p. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- c) 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 Promise.

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products and services,
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In case of any complaints, please contact:
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