

## Dulux Assurance – Warranty Program – Terms & Conditions

The **Dulux Assurance – Warranty Program** (the “Assurance”):

a. is applicable to a customer who has purchased the following Dulux brands

Dulux Velvet Touch Pearl Glo, Dulux Velvet Touch Diamond Glo, Dulux Velvet Touch Platinum Glo, Dulux Weathershield Protect, Dulux Weathershield Max, Dulux Weathershield Powerflexx, Dulux Superclean 3 in 1, Dulux Superclean, or Dulux Supercover, Dulux Promise Sheen Exterior, Dulux Promise Sheen Interior, Dulux Promise Exterior, Dulux Promise Interior, Dulux Aquatech Roof Waterproof, Dulux Aquatech Damp Protect (for terrace roof), Dulux Aquatech Exterior PU Coat (for horizontal surfaces) (“Selected Products”),

b. if the selected product(s) has failed in any of the performance parameters as stated in the warranty document of the product

c. the purchaser can claim a voucher for replacement of the Selected Product(s) in the above two situations subject to these Terms and Conditions (“Redemption”).

1. Description of Dulux Assurance – Warranty Program parameters:

The Warranty Program shall apply in the following quality parameters only:

- **Film integrity:** This condition is manifested when the paint film peels away or detaches from the substrate which Includes peeling and cracking. This condition is manifested by any visible cracking on the paint film. However this shall not be applicable if the cracking and peeling is caused by plastering/substrate defects and structural movements
- **Colour Retention/Shade Fading:** This condition is manifested by the excessive fading in colour of the paint film in a uniform manner and subject to that discoloration exceeds DE 13 lab units.
- **Fungus / Algae growth:** This condition is established when there is growth of micro-organisms on the surface of paint film which results in the marring of the appearance of the paint film through discoloration. **(at least spread over a minimum area of 1 sq mtr (10 sq feet) at a stretch)**

2. The applicability of the description of Dulux Assurance – Warranty Program commences after the painting job has been completed and the paint has dried completely. Warranty registration with respect to the purchased product(s) is mandatory for participating in the Dulux Assurance Warranty Program. Without successful and valid registration, customer will not be able to register any claims for the purchased products later.

3. The Assurance is only available to private individuals who are residents of India. The Assurance 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.

4. The Assurance covers the replacement of the Selected Product as per the material consumption on the affected area only (the material consumption shall be calculated by the stated product coverage norms on the Product Data Sheet).
5. Subject to para mentioned above, maximum redemption quantity of material shall be limited to 20L of the Selected Product each for interior and exterior surfaces (as applicable) or the quantity calculated under para #5 above, whichever is lower, under this Assurance program. For further redressal of any product quality issue, normal complaints procedure is available as a recourse. Redemption excludes any claim for labour or other costs in respect of the original or replacement product.
6. To avail Dulux Assurance benefits the Selected Product must have been applied on properly prepared surfaces and in accordance with the manufacturer's tips and instructions (including product datasheets available on website [www.dulux.in](http://www.dulux.in) or on request). In case the product is not applied on properly prepared surfaces and in accordance with the manufacturer's tips mentioned above then in that event this assurance program shall not be applicable.
7. Warranty registration or claim can be requested by contacting AkzoNobel in one of the following ways:
  - SMS "Dulux" to +91-8588866000 and follow instructions to start interaction with AkzoNobel on Whatsapp through a smart phone, OR
  - Visit <https://www.dulux.in/en/dulux-assurance> and follow instructions.
8. Warranty registration must be done no later than 30 days after the purchase of the Selected Product(s).
9. The following would be the mandatory documents / information required for a valid registration:
  - Customer name and contact details
  - Site address
  - Quantity purchased of paint (top coat) and primer (basecoat) applied
  - The name and address of the paint shop where the customer bought paint (top coat)
  - Invoice number
  - Date of purchase
  - Soft copy of the invoices for paint (top coat) and primer (basecoat)
  - After completing the warranty registration process and documents validation, a unique Warranty Registration Number will be assigned.
10. The following would be the mandatory documents / information required for a valid claim:
  - A clear copy of your Tax invoice showing the details of the Selected Product(s) that were purchased, the date of the purchase and the price paid for the Selected Product(s).

- At least 3 pictures in the following prescribed format clearly depicting the issue:
  - One Long shot (10 ft distance or more);
  - One close shot (3-5 ft distance); and
  - At any other angle that helps in showing the issue in a clear way

11. In order to complete the claim submission, further following details will be needed:

- Complete site address with postal code where the issue is being faced
- Email ID & contact number for communication purposes
- Details of the dealer/store from where the purchase made, including dealer/store Name, Date of Purchase and Address with postal code
- Details of the problem being faced, including details the Selected Product applied such as brand name, quantity purchased and area of the affected surface

12. After the claim is registered with following the above procedure and all required details, it would take upto 14 working days to resolve the claim. During this time, a representative may be sent to assess the painted area in question to verify that the claim is based on a bona fide purchase of a Selected Product(s) and to ensure that the Selected Product(s) and its application meets the conditions required for the Assurance to apply.

13. Upon establishing the defect and validation of the claim by AkzoNobel, an E-voucher for the replacement product will be sent to you by email or Whatsapp within 14 working days from the date of claim submission with all required details. The voucher for a replacement is valid only for the Selected Product(s), and only to be redeemed from the same dealer/store where it was originally bought from. It will be responsibility of the customer to arrange for logistics, at its cost, for the replaced product from the dealer/store to the relevant site. The voucher will have expiry date of 3 months from the date of issue. Replacement products are subject to availability. Full voucher terms and conditions apply, see voucher for details.

14. For claims related to colour, the replacement product can be of any colour as per consumer choice, subject to availability. The Assurance will not apply to the replacement product/colour and normal complaints route could be followed in case of issues.

15. We reserve the right to reject a claim if we have reason to believe that there is misrepresentation, or the claim is fraudulent, or is in violation of any of these Terms and Conditions (“T&Cs”).

16. We accept no responsibility for claims that are incomplete, invalid, illegible, or delayed. Proof of submission of a claim is not proof of receipt of the claim.

17. It is not necessary for customers to return the unsatisfactory product (unless we specifically request it in which case we shall arrange and pay for carriage). Returns will not be accepted. Disposal of any product is the responsibility of the customer in accordance with law.

18. No third party or joint submissions shall be accepted.

19. The Assurance does not cover problems that were caused due to reasons outside of our control (for example, an issue with the substrate) or where the Selected Product was applied on surfaces which were not properly prepared, or usage of the entire paint system (including Primers and PTC) was not as per the standard application guidelines as recommended by AkzoNobel.
20. The Assurance shall be limited only to the extent of providing the Selected Product(s) to the extent of defect as established. AkzoNobel shall not be responsible for any other material, product or expenses of any nature.
21. Claims not made in accordance with these T&Cs will be deemed invalid. If a claim is refused because the terms of the Assurance have not been met, AkzoNobel's decision shall be final and binding.
22. If any provision in these Terms and Conditions ("T&Cs") is found to be invalid, unlawful or unenforceable in any court or competent authority, the provision shall be deemed not to be part of the T&Cs and it shall not affect the enforceability of the rest of the provisions of the T&Cs.
23. We reserve the right to withdraw, amend or terminate the Assurance without notice. All claims made in accordance with these T&Cs and made prior to the Assurance being withdrawn, amended or terminated will still be honoured.
24. The E-voucher has no cash value, is not transferable or assignable and cannot be used in conjunction with any other offers or promotions. No cash or alternative to the voucher shall be provided.
25. AkzoNobel shall not be further liable for:
  - Any conditions, warranties or other terms which are not included in the Assurance or these T&Cs;
  - Any indirect or consequential loss, damage or costs incurred by any customer in connection with the Selected Product or this Assurance, or the cost of any labour for the application of the Selected Product.
  - Any claim arising out of improper surface preparation, and/or improper application.
  - Any Claim where the surface has been contaminated such as by excessive accumulation of atmospheric chemical particles or atmospheric dirt, not properly prepared, or not properly dried before application of the Selected Products.
  - Any Claim, if the application of the Selected Product fails due to structural defects, high alkalinity, water leakage and seepage within the building structure, continuous dampness of the surface, issues arising due after penetration due to capillary rise from the ground level, moss and other vegetable growth, dripping water due to proximity to air-conditioning units/any other sources of water or staining due to plant pots.
  - Any Claim where the application of the Selected Product is affected by an Act of God, such as, natural calamities, earthquakes, cyclones, floods etc.
  - Any Claim where the application of the Selected Product fails due to defects in the structure or previous coating applied before the application of the Selected Product or failure of base coat/putty surface.

- Any act of vandalism, abuse or negligence by the customer or third parties shall invalidate the Claim.
- Any Claim, if the Selected Product is affected by use of incorrect bases, improper recipe, tinting formula or colors, during tinting not conducted by AkzoNobel.
- Any act of omission or commission or negligence, bad or poor workmanship on the part of the contractor, or painter or their sub-contractors, servants, representative or agents, that causes the Selected Product(s) to be defective by any means.
- Any Claims where under normal conditions in coastal areas fading and chalking occurs with paint products, even though durable and resistant color pigments are used in the manufacturing of the product. Within normal limits this will not be considered a valid Claim under Assurance.

26. The Assurance does not affect any of your applicable statutory rights

27. The customer data collected under Assurance will be held in accordance with our Privacy Policy.

28. Please retain these T&Cs for future reference.

29. The Assurance is governed by the laws of India and is subject to the exclusive jurisdiction of the Courts of Delhi, India.

30. The reference to "We" or "AkzoNobel" under these T&Cs shall mean AkzoNobel India Limited.

31. AkzoNobel, or AkzoNobel logos such as that of Dulux, Flourish, Let's Colour, distinctive colour names and liveries are trademarks of the AkzoNobel group ©AkzoNobel 2023.

32. Email address for all Assurance related correspondence is: [customercare.india@akzonobel.com](mailto:customercare.india@akzonobel.com)

33. The customer support telephone number is: 1800 3000 4455