

Guarantee Agreement Terms & conditions:

Vertical Waterproofing Application

Walplast Products Pvt. Ltd (referred to as "**Company**") offers up to 6 Years Warranty* from the date of Commencement, on the application system for its product **Homesure Mastertouch Waterlock** on Exterior vertical walls (henceforth referred to as **Waterlock**). The **Waterlock** system consists of usage of **Waterlock** and **Mastertouch Emulsion** on top of vertical walls as per the application process mentioned in the product information sheet.

1) Warranty Criteria:

- a. Minimum purchase of 60 Liters of waterproofing System, with min 40 Liters of **Waterlock**
- b. **Waterlock** needs to be applied as an undercoat; and must be top coated with **Mastertouch Exterior Top Coats** using the recommended application process.
- c. Protection of edges and joints on the terrace is important to get complete protection. Application of **Waterlock** needs to be done on edges and joints on the Horizontal surfaces.
- d. Entire vertical structure should be painted with **Waterlock** and Top Coated with **Mastertouch Exterior Top Coats**.
- e. Warranty needs to be registered within 45 days of Purchase of **Waterlock**.
- f. Please note, waterproofing warranty can't exceed top-coat warranty hence warranty years will change basis topcoat used (It will range from 3 Years to 6 Years)
- g. **Waterlock** System should not be applied on surfaces/substrates that are subjected to continuous seepage or dampness.

2) Extent of Warranty:

- a. The Warranty shall apply where:
 - i. The total volume of the said system purchased exceeds **60 Liters** and the usage on a particular site exceeds **60 Liters**
 - ii. For sites where the quantity of the said system usage exceeds 200 Liters, the warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be Inspected by the Company's representative.
 - iii. Under normal use and service, the roof or vertical walls of building which is not coated by **Waterlock** System should be free of water leakage or seepage.

iv. 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.

v. Throughout this Warranty the words "**Paint Failure**" shall mean any of the following occurring, subject to the other conditions laid under this Warranty:

1. Film integrity, flaking and peeling of the paint **Waterlock** caused by one coat of paint coming off from another or the paint film coming off the substrate.
2. The paint film shows blistering, splits, tears, or shows evidence of excessive weathering due to defective material.
3. Growth of fungus and algae on wall surfaces* (at least spread over a minimum area of 1 sq. metre (10 sq. feet)
4. External water ingress through surfaces (only vertical walls) where **Waterlock System** is applied (Water ingress through the roof or any other part of the structure not protected through the **Waterlock System** will not be covered by this warranty)

3) Commencement and Duration:

a. This Warranty shall commence from the date ("**the Commencement Date**") of completion of the painting project on the said building or the structure and the consumer has lodged his warranty with the Company by contacting through warranty Registration form in website "walplast.com" and shared all the purchase and personal details requested by the Company.

b. 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 Walplast team.

c. The Company at its own discretion may appoint a person to inspect and validate the application of the system as per the directions specified. **Waterlock Application on Exterior Vertical Walls.**

d. The Warranty shall be for a period of six (6) years on waterproofing when covered with Mastertouch Homesure Exterior Top Coat of Emulsions from the Commencement Date.

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

4) Application:

a. This Warranty shall only be applicable where:

- **Waterlock System** has been used for vertical exterior masonry/plastered wall surfaces only.
- **Waterlock System** is applied at a coverage rate specified in the Product Information Sheet

(A) For fresh painting: 1.90-2.40 m²/Ltrs

(B) For repainting: 2.6-3.2 m²/Ltrs

- Waterlock is top coated with Homesure Mastertouch Exterior Top Coats wherein top coat is applied as per instructions on the TDS of the used top coat.
- Emulsion is applied at a coverage specified in the TDS i.e., **80-100 sq ft/Ltrs/coat**
- Nonstructural Cracks up to 4 mm on the surface are to be filled with **Homesure WallEx Crack Filler** applied as per instructions in its TDS before application of **Waterlock**.
- The parapet walls should be properly leaned and **Waterlock** should be applied on internal and external faces. Provide some slope to top of parapet walls to drain off rainwater from it.
 - The parapet walls or any other projections on the terrace need to be enveloped completely by the **Waterlock** system. The edges formed by the terrace/ roof with the parapet walls need to be coated by **Waterlock**.
 - Based on the inspection, Walplast may also specify any other parts of the structure which need specific protection by application of its products.

b. Directions for Use:

Different application system is to be followed in case of fresh painting and repainting over vertical surfaces. Post-recommended surface preparation and system application are to be done as detailed below.

i. Fresh surface (Must be a cement plaster in sound condition with no debonding. Localized repairs done as per standard civil practices in case it is required):

1. Apply a fresh coat of **Waterlock** mixed in a ratio of 3:1 and applied with a spreading rate of 4.6 – 5.1 Sq. meter/Ltr (Priming Coat)
2. Allow to dry for 4-6 hours and then apply another coat of **Waterlock** without dilution with forced coverage of 2.32 sq. mtr /Ltr (25 Sq. ft/Ltr)

ii. Repainting over surfaces free from chalking and painted within the last 5 years.

1. On previously painted surfaces apply single coat of undiluted **Waterlock**. (in sound condition with no flaking peeling off etc), apply one coat of **Waterlock** without dilution at a spreading rate of (2.79 to 3.25 Sq. meter/Ltr) 30-35 sq. ft./ltr and allow to dry for 4-6 hours.

Special Precautions before product application:

1. The surface to be painted (fresh plaster or repainting surface) should be in sound condition with no debonding, flaking or loose particles on the surface. Any areas where the surface is not in good condition needs to be repaired as per standard civil practices.
2. Application of a coat of putty under the **Waterlock** System is not recommended, as it may reduce the overall bonding strength of the system to the surface.

3. In case of fresh plaster surfaces with high undulations, a thin coat of **Homesure WallEx Level Well** may be applied to smoothen the surface. However, please ensure the level well coat is cured completely before application of the **Waterlock** system.
4. Do not apply during or when rain is expected in the next 8 hours
5. Do not over-thin or over-extend the brush.
6. Protect freshly painted surface from rains till full dry.
7. Stir well and strain before use.
8. The product must have been stored as specified in their packaging instructions and have been used within their shelf life as mentioned in the product information sheets of **Waterlock**.
9. Ensure SSD condition for fresh surface, before application of **Waterlock**, which helps in smooth application achieving desired coverage.
10. Application should be done between 10°C to 35°C. Application done below 10°C, will cause cracking in the applied coating
11. Application should not be carried out in high temperatures or sunlight, especially afternoon time.
12. Application in sunlight causes eye irritation, so use sunglasses during application.

Please note that the warranty will cease to be valid in the absence of the conditions mentioned above not being fulfilled.

5) Liability:

a. The Company's liability will reduce over the warranty period according to the following scale:

- Within the first 12 months after Commencement Date – 100% of replacement cost
- From month 13 to month 24 after Commencement date- 80% of replacement cost
- From month 25 to month 36 after Commencement Date – 60% of replacement cost
- From month 37 to month 48 after Commencement Date – 40% of replacement cost
- From month 49 to month 60 after Commencement Date – 20% of replacement cost
- From month 61 to month 72 after Commencement Date – 10% of replacement cost

The above liability details are as per 6 years waterproofing warranty; there will be 90% reduction between **Walplast's** liability in Year 1 and last year of warranty. In such cases, please contact Walplast team for more details on liability structure before product application.

b. The Company's liability will be limited to the cost of paint only.

c. The replacement cost shall be the cost of the paint **Waterlock** 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.

d. 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 clause.

6) **Exclusions:** 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 plant pots.

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 masonry walls.

d. Inadequate housekeeping of terrace or roof resulting into water logging.

e. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement, or other structural defects.

f. Water seepage from or through the drainpipes carrying water from the upper parts of the building to the ground. These could include leakage/ seepage through external or internal drainpipes on the structure.

g. Exposure of **Waterlock** System or **Homesure Mastertouch Waterlock** to damaging substances such as chemicals, solvents, or oils.

h. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.

i. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the area of application.

j. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the product.

k. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.

l. Water seepage through ducts or other areas where **Waterlock** System is not applied due to inaccessibility of that area.

m. Any extension of building/ civil or structural modification post painting will make the warranty void.

n. 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.

o. 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. (Except use of **WallEx Homesure Premium Plaster, Homesure ScratchEx**)

p. The warranty will be void in case of water leakages arising out of uncoated surfaces/ structures that are directly connected to the structure painted with the **Waterlock System**.

q. The Warranty will cover only manufacturing defects of **Waterlock** 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 iv. Vandalism v. Acts of God
- Abuse or negligence by the Customer.
- Causes other than defects in the Mastertouch **Waterlock** and/or **Homesure Products**.
- Improper surface preparation
- Surface with contaminants and not dry
- Normal wear and tear
- Any act or omission on the part of the Contractor/Painter causing the **Waterlock System** or the application of **Waterlock System** to be defective by any means.
- Weak/ de-bonded plaster surface, structural defects in the building.

7) 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.

b. 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.

c. The Company reserves the right to carry out inspections of the paint **Waterlock System** and **Waterlock's** application process, in which the **Waterlock System** 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.

d. 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 **Waterlock system**.

e. 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.

f. The Company, in its sole discretion shall be entitled to:

- Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and appoint a contractor and/or approve the contractor appointed by the Customer.

8) Miscellaneous:

a. This Warranty disclaims any liabilities, contracts, or otherwise including negligence and strict liability and the Company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for the **Waterlock** system. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.

b. If any dispute arises between the Company and the Customer, in respect of the above Warranty, neither shall commence any court or arbitration proceedings relating to the dispute, unless they have first complied through mediation.

c. In case of any disputes, the same is subject to the exclusive jurisdiction of the courts of Mumbai.

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

Acceptance, Signature