



**ACE
SPARC**
Exterior Emulsion

**ACE
SPARC** Ultra
Exterior Emulsion

**ACE
SPARC**
Colours
Exterior Emulsion

**WARRANTY
BOOKLET**

Warranty ID. No.

WARRANTY INFORMATION

Customer Details

Name Contact.....

Site Address.....

.....

Warranty Identification no. (Win)
(To be issued to the customer by helpline operator)

Warranty commencement date.....

Product Details

Product Name.....

Shade name..... Quantity (ltrs.).....

Undercoat name..... Quantity (ltrs.).....

Dealer Details

Dealer Name.....

Address.....

.....

Invoice No. Invoice Date

Dealer's Stamp

To be filled by the customer

Contractor's Name.....

Address.....

.....

Tel. No.

ACE SPARC / ACE SPARC ULTRAA / ACE SPARC COLOURS

THE ULTIMATE SOLUTION

Making a beautiful home and keeping it beautiful isn't easy, especially when the quality of your exterior paint is questionable. Only the right exterior paint can keep your home looking young and beautiful, fighting hostile elements for years.

Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours is a water-based exterior emulsion finish which imparts a durable finish to your homes with a wide range of shades.

For the purpose of this warranty document, any reference to "company" shall mean Asian Paints Ltd. The warranty is valid only on the customer's registration with us. To register, please call us on 1800-209-5678 and kindly do comply with the requisites.

THE WARRANTY COVER

Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours are high performance paints that offer a 2-year performance warranty.

A first of its kind, the warranty covers product performance against shade fading, flaking, and peeling. With this warranty, you can be assured that your home will look younger and brighter, year after year!

COMMENCEMENT AND DURATION

- a. This warranty shall commence on the date on which (“the commencement date”) the consumer has lodged his warranty with the company by contacting 1800-209-5676 or by registering on the website, furnishing all the purchase and personal details requested by the company. In order for this warranty to be valid, registration needs to be done within forty five (45) days of the material purchase and within fifteen (15) of the completion of painting.
- 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 Asian Paints team.
- c. The company at its own discretion may appoint a person to inspect and validate the application of the Ace Sparc / Ace Sparc Ultraa / Ace Sparc as per the directions specified.
- d. The warranty shall be for a period of two (2) years on durability parameters (colour retention & film integrity) property from commencement date.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

EXTENT OF WARRANTY

The warranty shall apply where:

- a. The total volume of the said system purchased exceeds 30 litres and the usage on a particular site exceeds 30 litres.
- b. The company will only provide replacement cost for paint and labour for re-application of coating, as required to set right the paint failure in the affected portion only in accordance with liability as indicated in the 'Liability' section.
- c. Throughout this warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this warranty:-
 - i. Film integrity, flaking and peeling of the paint undercoat and/or Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours Topcoat caused by one coat of paint coming off from another or the paint film coming off the substrate.
 - ii. Shade fading
 - iii. Growth of fungus and algae on wall surfaces* [at least spread over a minimum area of 1 sq. mtr. (10 sq. feet)]

APPLICATION

The warranty shall apply where the below mentioned application guidelines have been followed:

- a. All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours system with regard to surface preparation and application as in the product information sheet.
- b. Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours has been used for vertical exterior masonry wall surfaces only.
- c. Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours Topcoat is applied at a coverage specified in the product information sheet.

LIABILITY

- a. The company will be liable for the replacement cost of only paint and labour required to set right the area of paint failure only, at the time of the lodgment of claim.
- b. The labour rate will be determined by the company, and it will be a reflection of the current prevailing market labour rates and the same will not be disputed by the customer, at any point of time. The labour rate may be determined on the basis of a per sq.ft. rate or on a daily wage rate. The customer will be liable for the balance costs, which are not company's obligations, as indicated above.
- c. 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.
- d. The company's liability will reduce over the warranty period according to the following scale:

Period	Liability
Within first 12 months of the commencement date of warranty	100% of replacement cost
From month 13 to month 24 of the commencement date of warranty	50% of replacement cost
After month 24	0% of replacement cost

EXCLUSIONS

- a. The warranty will be void in the following events:
 - i. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots.
 - ii. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
 - iii. Growth of algae or fungus on surfaces other than masonry walls.
 - iv. Defects in the design of the building or roofing system, including inadequate drainage system, settlement or movement.
 - v. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - vi. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
 - vii. Any extension of building/civil or structural modification post painting will make the warranty void.
 - viii. 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.
 - ix. 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.

- x. Any extension of building/civil or structural modification post painting will make the warranty void.
 - xi. 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.
 - xii. 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.
 - xiii. 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 Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours.
- b. The warranty will cover only the manufacturing defects of Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours and will not cover any defects arising out of factors out of control of the company, including but not limited to:
- i. Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, damage of paint due to ants and insects, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots.

- ii. Natural calamities such as earthquakes, cyclones.
 - iii. Failure or defects in the structure or previous coating.
 - iv. Vandalism.
 - v. Acts of God.
 - vi. Abuse or negligence by the Customer.
 - vii. Causes other than defects in the
Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours .
 - viii. Improper surface preparation.
 - ix. Surfaces with contaminants and not dry.
 - x. Normal wear and tear.
 - xi. Any act or omission on the part of the contractor/painter
causing the Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours
or the application of Ace Sparc / Ace Sparc Ultraa /
Ace Sparc Colours to be defective by any means.
- c. While the most durable and fade resistant colour pigments are used in the manufacturing of Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours, experience has proven, particularly in coastal areas that fading and chalking do occur with all paint products. Within normal limits, this is not considered as a failure of Natural calamities such as earthquakes, cyclones.

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. The company reserves the right to carry out inspections of the paint Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours application process, in which the Ace Sparc / Ace Sparc Ultraa / Ace Sparc 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. 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 Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours.
- c. 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.
- d. The company, in its sole discretion shall be entitled to:
 - i. Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
 - ii. Appoint a contractor and/or approve the contractor appointed by the customer.

MISCELLANEOUS

- a. This warranty disclaims any liabilities, contracts, tort or otherwise including negligence and strict liability and the company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for Ace Sparc / Ace Sparc Ultraa / Ace Sparc Colours. There are no warranties expressed or implied under law, which extend beyond the warranty set out here in.
- 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 exclusive jurisdiction of the courts of Mumbai.
- d. The facts and all matters concerning any dispute will be kept confidential by both the customer and the company at all times.

For feedback and complaints write to Marketing Manager -
Services at the mentioned Asian Paints address

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