



Warranty Certificate



Warranty Document No.

DAMP SHIELD ELASTO WARRANTY

Berger Paints India Limited (referred to as "the Company") offers EIGHT (8) years warranty on its waterproofing product DAMP SHIELD ELASTO (the "Product"), solely for its application on exterior vertical surface (plastered, cementitious or Puttied surface) as undercoat following recommended system specification.



1. Extent and Applicability of Warranty

a) The Warranty shall apply only:

- I. If the total volume of DAMP SHIELD ELASTO purchased and used in a particular site exceeds 100 litres.
- II. DAMP SHIELD ELASTO to be used only as undercoat on vertical exterior surface following recommended system application.
- III. After application of DAMP SHIELD ELASTO, suitable Lewis Berger emulsion paint coat to be applied following suggested application process. Life of Lewis Berger emulsion paint coat should be more than 8 years as per BERGER Paints India Ltd warranty policy.
- IV. For individual site, where the consumption exceeds 100 litres, the warranty shall be applicable subject to a satisfactory pre-inspection of the exterior surface to be coated with DAMP SHIELD ELASTO by the authorized representative of the Company.
- III. The entire vertical surface along with the parapet walls shall be required to be coated, as per the procedure recommended by the Company.
- IV. It is specifically agreed that only the surface that has been coated with DAMP SHIELD ELASTO shall be covered under this warranty. The warranty shall not cover problems or issues caused due to moisture/water seepage from surfaces not coated with DAMP SHIELD ELASTO.
- V. Request for registration of the warranty has to be made by the customer to the Company or to the Company's authorize dealer within seven (7) days from the date of material purchase. The original copy of the invoice(s) has to be retained by the customer and to be produced to the representative of the Company on demand. DAMP SHIELD ELASTO has to be purchased either directly from the Company or from its authorized dealers.
- VI. The Company's authorized representative will visit the customer's site for an inspection within reasonable time from the registration date.

b) In accordance with Liability as indicated in foregoing clause no. 5, the Company's liability will be limited to providing replacement of DAMP SHIELD ELASTO for re-application as may be necessary and deemed fit by the Company to set right the Coating Failure in the affected areas only.

c) The words "Coating Failure" shall mean any of the following:-

- i. Failure of Exterior Positive Waterproofing caused due to water ingress through the coatings on the surface.
- ii. Film integrity, flaking and peeling of DAMP SHIELD ELASTO, caused by one coat of DAMP SHIELD ELASTO coming off from another or DAMP SHIELD ELASTO film coming off from the substrate, due to failure in Exterior positive side waterproofing.
- iii. Coating failure does not mean flaking and peeling of DAMP SHIELD ELASTO, caused by one coat of DAMP SHIELD ELASTO coming off from another or DAMP SHIELD ELASTO film coming off from the substrate, because of water or moisture source or seepage from inside the wall surface happening due to leakage or cracks or pipe leakage etc.



2. Warranty Registration

- For sites where the consumption exceeds 100 litres, the Company's authorized representative will inspect the surface to be coated and only if the inspection is satisfactory will hand over the DAMP SHIELD ELASTO application check list. In case the pre-inspection is found to be unsatisfactory, corrective measures will be suggested and thereafter an inspection may be carried out by the Company.
- Customer must ensure that the contractor carries out application as per Product data sheet and application checklist.
- Post completion of the application of DAMP SHIELD ELASTO , the customer has to submit the following information to the Company:-

Customer details

Customer Name	
Site Address	
Mobile Number	
Warranty Request Number	

Product details

Product Name	DAMP SHIELD ELASTO
Quantity consumed (in litres)	
Batch Number(s)	
Manufacturing date(s)	
Area coated with DAMP SHIELD ELASTO (in sq. ft.)	

Purchase details

Name & Address of Dealer	Invoice No.	Invoice Date	Dealer Stamp

Contractor's Details

Contractor's Name	
Contractor's Address	
Contractor's Tel No./ Mob No.	

- d) For sites where the consumption of the product exceeds 100 litres, the warranty certificate will be issued only after satisfactory inspection and validation of the completed site by authorized representative of the Company. The customer understands and agrees that such inspection and validation does not imply approval by the Company of the method of application or compliance with the conditions of warranty but is merely a validation of proper purchase entitling the customer to the warranty in accordance with the terms and conditions of this warranty certificate.
- e) The customer shall attach stamped receipt of all purchases of the Product to the warranty certificate and retain the same during tenure of the warranty.



3. Commencement and Duration

- a) This Warranty shall commence from the date of purchase ("Commencement Date") of the Product and it has to be consumed within 90 days from the date of purchase.
- b) The Company at its sole discretion may appoint a person to inspect and validate the application process of the DAMP SHIELD ELASTO as per the directions specified.
- c) The Warranty shall be for a period of EIGHT (8) years from the Commencement Date on all performance parameters.
- d) It is hereby agreed that where any claim arises during the warranty period, the period will continue only from the original date of purchase and the Commencement Date of warranty shall always be the original date of purchase even after settlement of any claim(s).

Notwithstanding anything contrary mentioned herein, this warranty is the customer's sole remedy and no other express or implied warranty is provided or shall be applicable.

This liability of the Company shall be strictly limited to the abovementioned obligations and is expressly provided that the Company shall not be liable for any indirect or consequential or incidental damages or any loss of income, profits or contracts whether caused by breach of contract, negligence, tort or otherwise.

The Customer understands and agrees that the Company's maximum liability under this warranty shall be the remedy as provided in the foregoing clause no. 5. It is clarified that no representative of the Company or any other person has any authority whatsoever to assume for the Company any other liability or responsibility in this respect.



4. Application

This Warranty shall only be applicable where:

- a) DAMP SHIELD ELASTO has been used on vertical exterior surfaces only and that the entire surface including the parapet walls are coated.
- b) All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for DAMP SHIELD ELASTO with regard to surface preparation and application procedure as recommended in the Product Data Sheet.
- c) Final coverage achieved after completion of the application of DAMP SHIELD ELASTO, in accordance with the specified process, will be within 45 sq. ft. /Litre / 2 Coats



5. Liability

- a) The Company's liability will reduce over the warranty period according to the following scale:
1. In the first 12 months after Commencement Date - 100% of replacement cost;
 2. After month 12 to month 24 after Commencement Date - 80% of replacement cost;
 3. After month 24 to month 36 after Commencement Date - 80% of replacement cost;
 4. After month 36 to month 48 after Commencement Date - 50% of replacement cost;
 5. After month 48 to month 60 after Commencement Date - 40% of replacement cost;
 6. After month 60 to month 72 after Commencement Date - 30% of replacement cost;
 7. After month 72 to month 84 after Commencement Date - 20% of replacement cost;
 8. After month 84 to month 96 after Commencement Date - 10% of replacement cost;
- b) The Company's Liability shall be limited to the cost of the Product (DAMP SHIELD ELASTO) only.
- c) The Company will not be liable for any other indirect or consequential loss or damage to the customer or to any other person. The customer's exclusive and sole remedy under this Warranty shall be as stated herein in this clause.



6. Exclusions

- a) The Warranty shall not be applicable and shall be void in the following events:
1. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like potted plants, plants, plumbing lines, broken water spout, or water flow from inside the wall surface or overhead tank etc.
 2. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
 3. Water ingress from areas not coated with DAMP SHIELD ELASTO.
 4. Inadequate maintenance of the wall surface and roof, leading to water logging.
 5. Growth of algae or fungus on surfaces.
 6. Defects in the design of the building or roof design, including inadequate sloping, sub-optimal number of drainages, settlement, movement or other structural defects.
 7. Exposure of the applied coating to damaging substances such as chemicals, solvents or oils.
 8. Building or structural changes carried out after the coating has been applied.
 9. Leaks or damages due to any additional installations on the coated surface or usage on the surface of pre-installed elements that is not consistent with recommended application.
 10. Continuous source of water from inside the wall surface due to inside wall cracks, Pipe leakage resulting into seepage, salt leaching, dampness etc.
 11. Application of low quality emulsion paint coat on top of DAMP SHIELD ELASTO. Any top coat used over DAMP SHIELD ELASTO, must have minimum 8 years life warranty from BERGER PAINTS INDIA Ltd.
 12. DAMP SHIELD ELASTO is not consumed within 90 days from the date of purchase.

- b) The Warranty will cover only manufacturing defects of DAMP SHIELD ELASTO. The Warranty will not cover any defects arising out of factors which are beyond the reasonable control of the Company, including but not limited to:
1. Coating failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage in the building structure and continuous dampness of the surface, staining due to plant pots, efflorescence, water-logging / stagnant water;
 2. Natural calamities such as earthquakes, cyclones and flooding;
 3. Failure or defects in the structure or previous coating, or any repair work undertaken;
 4. Vandalism, accidents and fire;
 5. Acts of God;
 6. Abuse or negligence by the Customer;
 7. Causes other than defects in DAMP SHIELD ELASTO;
 8. Improper surface preparation;
 9. Surface with contaminants;
 10. Normal wear and tear;
Wilfully inflicted damage; and
 11. Any act or omission by the Painter/ Contractor/ Applicator that caused the DAMP SHIELD ELASTO system to be defective.



7. Claims and Repairs

- a. Any claim made in terms of this Warranty shall be made within 30 days of the customer discovering any defect, damage or failure which gives rise to a claim.
- b. The customer shall forthwith notify the Company of the claim providing full details thereof, and shall set out the basis on which it prima facie believes that the Company is liable in terms of this Warranty.
- c. The Company reserves the right to carry out a detailed inspection of DAMP SHIELD ELASTO application process, in which DAMP SHIELD ELASTO is alleged to have supposedly failed and to perform any tests in respect thereof, and may do so either by itself or by means of any expert nominated or appointed by it. Prior to such inspection or testing, the customer shall not be entitled to perform any repairs to or remove or tamper with any part of the DAMP SHIELD ELASTO system.
- d. The Company shall use its best endeavour to ensure that DAMP SHIELD ELASTO required for repairs is available as soon as possible at the site where the repairs are to be carried out, but does not assume liability for any delay caused in this respect.
- e. The Company, in its sole discretion shall be entitled to:
 - i. Control/monitor re-coating 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.



8. 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.
- b. In case of any dispute, the same is subject to exclusive Jurisdiction of the courts at Kolkata.

INSPECTION Checklist for DAMP SHIELD ELASTO and Work Procedure

Areas of application: Cementitious / plastered / putted exterior vertical surfaces.

The system defined by this pre inspection check list/ report is indicative only for roof waterproofing and should not be used as a substitute for proper structural check of building, repair construction or maintenance.



Pre-application Checklist: Do's and Dont's

- The wall should be in pure dry condition before the application of DAMP SHIELD ELASTO. Newly plasterd/putted/cementitious surface must be cured properly before the application of DAMP SHIELD ELASTO. Cementitious substrates to be well cured at least for 6–8 weeks.
- Ensure that the drainage outlets are at a proper level and correctly installed. Also ensure that there are sufficient numbers of drainage outlets based on the area.
- Check soundness of plaster. Ensure loose portions have been removed and have been redone with Home Shield Advance Latex Plus polymer modified mortar.
- Carry out proper surface preparation - like widening the cracks with 'V' groove, cleaning thoroughly with clean water and application of Home Shield Crackfill Paste for cracks up to 3 mm, and usage of Home Shield Advance Latex Plus polymer modified mortar for larger cracks.
- If severe damages are observed to the soffits, then it is recommended that an inspection is carried out by a competent Structural Consultant.
- All loose dust, dirt, grease, moss, fungus etc. has been removed mechanically from the surfac, cleaned and is ready for application of DAMP SHIELD ELASTO
- All sharp edges, stones protrusions have been mechanically grounded to level the surface to prevent DAMP SHIELD ELASTO from getting damaged
- Plan for proper manpower arrangement.
- Ensure for sufficient quantity of safety gear like safety belts, helmets etc.
- Prepare a schedule of the work with bar chart, for the entire job.
- Assess the quantity of all materials required for the job and check its availability.



During application Checklist

Note batch nos. and manufacturing dates of all materials received at site.

Ensure that the Surface has been checked to be in a dry condition. (Surface should not be moist or wet).

Application temperature has been checked to be between 5 deg. and 35 deg. centigrade.

Apply 1st coat of DAMP SHIELD ELASTO with maximum 40% dilution with water.

DAMP SHIELD ELASTO to be applied with brush or spray gun. Check to see no void surface is left untreated / uncoated. Allow the first coat to dry for 6-8 hours.

Apply second coat of DAMP SHIELD ELASTO without any dilution. Check to see no void surface is left uncoated with second coat. Allow second coat to dry for 6-8 hours.

DAMP SHIELD ELASTO

Apply suitable top coat (good quality emulsion paint with minimum 8 years life warranty from BERGER PAINTS INDIA Ltd.), minimum 2 coats following recommended application process. Check to see no void surface is left untreated / uncoated.

Wash all application tools and hands etc., immediately with water after use.

All corners, gaps, joints, protrusions & outlets to be coated with two extra coats of DAMP SHIELD ELASTO, before top coat application.

During application of DAMP SHIELD ELASTO and Top coat, proper curing is must. Sudden rainfall or water flow on the newly coated surface will cause to failure in system and in that case warranty will not be applicable.



Post Application Checklist

Protect the DAMP SHIELD ELASTO coating with a polythene / Tarpaulin sheet if it is expected to rain within 72 hours after application of the 2nd coat.

Precautions and limitations

- Stir contents well before use.
- Do not apply on very smooth surfaces, metal surfaces, plastic surfaces, enamel coated surfaces and old surfaces where chance of adhesion failure is there.
- Avoid coating on damp substrates.
- The coverage may vary according to the nature and texture of substrate.
- Ensure proper coverage of material by conducting a trial prior to execution of work to derive coverage for guesstimating the material consumption.
- Note all details (Batch No. / date etc.) of the material received to be retained for further references.
- No new erection, fabrication, extension, dismantling should be done after DAMP SHIELD ELASTO is applied.

All the above mentioned parameters are to be checked and verified for the pre- application, during application and post application work carried.

Also follow and adhere the precautionary measures as mentioned in the list by the manufacturer.

Name & signature
of the inspecting authority
Date:

Name & signature
of Project Engineer / Customer / Builder/Owner
Date: