



SCIENTIFIC WATERPROOFING SOLUTIONS

Dampstop Advanced Warranty Certificate



Warranty Document No.

WARRANTY ON DAMPSTOP ADVANCED

Customer details

| | |
|-------------------------|--|
| Customer Name | |
| Site Address | |
| Mobile Number | |
| Warranty Request Number | |

Product details

| | |
|--|--------------------------|
| Product Name | Dampstop Advanced |
| Quantity Consumed (in litres) | |
| Batch Number(s) | |
| Manufacturing date(s) | |
| Area coated with Dampstop Advanced (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. | | |

WARRANTY ON DAMPSTOP ADVANCED

DAMPSTOP ADVANCED WARRANTY

Berger Paints India Limited (referred to as "Company") offers Three-years Warranty* on application of its product Dampstop Advanced. The warranty is applicable, subject to certain terms and conditions mentioned in this warranty document, from date of purchase, in cases of dampness and efflorescence on interior wall surfaces. For the warranty to be applicable, the product should have been applied in accordance with instructions mentioned in the product information sheet and also covered under "Application Process" mentioned in this warranty document. Dampstop Advanced is not recommended for surfaces (walls) with dampness/moisture content above 70%. Warranty will not be applicable if moisture level of substrate is more than 70%. Also, please note that all the sources of leakage/seepage need to be treated before application of Dampstop Advanced.

Minimum Purchase

For the warranty to be valid:

- 1) Minimum 2 litres of Dampstop Advanced should have been purchased and consumed on a single surface as per recommended coverage and application procedure.
- 2) For sites where the consumption of Dampstop Advanced exceeds 20 litres, the warranty certificate will be issued only after satisfactory pre-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.



Conditions for Warranty

- a) The Warranty shall not cover the cases of dampness or seepage issues in surfaces or areas not coated with Dampstop Advanced including:
 - i. Cracks on exterior surface
 - ii. Plumbing leakages
 - iii. Concealed gutters
 - iv. Untreated duct areas
 - v. Leakages from floors above or terraces
 - vi. Leakages from drain/nahani trap
 - vii. Untreated sanitary joints
 - viii. Untreated tile joints
 - ix. Any other live leakages or continuous source of water seepage

NOTE: Sources of seepage and leakage should be rectified before application of Dampstop Advanced. The Company shall not be liable for product failure/paint failure due to proximity with or caused by leakage/seepage.

- b) The Company will only replace Dampstop Advanced where failure has occurred in accordance with Liability as indicated in the "Liability" section
- c) The Company will only provide replacement of Dampstop Advanced 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.

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- d) Throughout this warranty document the word “paint failure’ shall mean any of the following occurring, subject to the other conditions and exceptions mentioned in this document: The paint film shows blistering, splits, tears, cracks or shows evidence of dampness or efflorescence on the treated wall with the product.

*Please Note: The warranty on waterproofing is for a period of THREE (3) year only from the date of purchase (as per the purchase invoice).



Commencement and Duration

- a) This Warranty shall commence from the date of purchase of the Dampstop Advanced as per valid invoice.
- b) The Company at its own discretion may appoint a person to inspect the site and validate whether the application procedure has been followed as per the directions specified in Application Process.
- c) The Warranty shall be for a period of THREE (3) year on interior wall where Dampstop Advanced has been applied on fresh surface and existing painted & interior plaster Surfaces.
- d) Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.



Application

This Warranty shall only be applicable if the below mentioned application procedure is followed:

I. Prerequisites:

- a) Before application it important to ensure that the substrate shall have no chalking, loose sand or paint particles and free from oil and grease stains. Ensure that surface is completely free from all dirt, loosely held plaster, powdery residue, oil, grease, or any other contamination. Any previous growth of fungus, algae or moss needs to be removed thoroughly by vigorous wire brushing and cleaning with water.
- b) For filling cracks up to 3mm use Home Shield Crack Fill Paste.
- c) For fresh plaster, the substrate shall be completely cured, crack free and in sound condition. New masonry surfaces must be allowed to cure completely for best results. It is recommended to allow atleast 28 days as curing time for new masonry surfaces
- d) Any active source of leakage needs to be treated before the application of Dampstop Advanced
- e) Dampstop Advanced is formulated for use only on interior walls and all affected areas are covered with the product as specified in “Application Process”. In the absence of these pre-requisites, warranty shall not apply.

II. Application of Home Shield Dampstop Advanced:

a. Surface Preparation

- Surface under treatment should be firm and strong, clean and free from oil or any loosely held plaster/powder. For weak and crumbling surface, replastering is recommended. Masonry surface should be fully cured prior to application
- On existing efflorescence surface, clean with efflorescence cleaner as per the instruction provided for its usage or by wire brushing followed by thorough water washing
- Surface cracks (<3mm) and small pores or dents must be filled with Home Shield Crack Fill Paste. Bigger cracks, damaged portions and hollow areas must be repaired with polymer modified cement mortar with Home Shield Advanced Latex Plus

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- Wash the surface thoroughly using water and a strong brush. Remove all loosely bound sand particles, instant lime, POP, black spots, fungus, moss on moisture captured walls and any poorly adhering painted surface
- Surface should be in Saturated Surface Dry condition prior to the application of Dampstop Advanced

b. Application Method:

1. If the Surface is damaged with dampness and/or Efflorescence, follow the below process

- Prepare the surface as per the above guidelines
- Existing putty to be removed till plaster level from skirting to the affected area covering an additional one ft distance across all sides of affected area
- Dampstop Advanced is recommended to be applied on plaster by brush ensuring material goes inside the pores/interstices
- Apply first coat of Dampstop Advanced (no dilution) with a forced coverage of 40-45 sq.ft./L. from skirting to the affected area, covering an additional one ft distance across all sides of affected area. Allow it to dry for 6-8 hrs.
- Apply 2nd Coat of Dampstop Advanced (no dilution) with coverage of 40-45 sq.ft./L. perpendicular to first coat. Allow it to dry for 6-8 hrs.
- Apply two coats of Berger Home Shield Waterproof Putty over Dampstop Advanced. Allow it to dry for 6-8 hrs. Sand with sand paper 180. Wipe clean and paint over it as per regular painting practices

2. If the surface is in good condition (without dampness and any visible efflorescence)

- Existing putty to be removed till plaster level from skirting to the affected area covering an additional one ft distance across all sides of affected area
- Apply a single coat of Dampstop Advanced (no dilution), with a forced coverage of not more than 40 sq.ft./L. Allow it to dry for 6-8 hrs.
- Apply two coats of Home Shield Waterproof Putty over Dampstop Advanced. Allow it to dry for 4-6 hrs. Sand with sand paper 180. Wipe clean and paint over it as per regular painting practices

c. Precautions

- Putty application over Dampstop Advanced is mandatory
- Dampstop Advanced is not to be used with hand-made putty or lambi putty
- Do not apply primer or topcoat directly over Dampstop Advanced as it may cause de-wetting
- Dampstop Advanced is not designed for application over excessive dampness (moisture level above 70%) or in live leakage scenarios.
- Do not apply when ambient temperature is less than 10°C or if the temperature might drop to this level within 8 hrs. of application
- Do not apply when humidity is greater than 90%. It may cause pre-condensation on the walls
- Make sure the material is thoroughly stirred before the application
- Subsequent coats of topcoat are to be done as per the manufacturer's recommendation

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Liability

- a) The Company's liability will reduce over the warranty period according to the below scale
 - Within the first 12 months from commencement date – upto 100% replacement of material used
 - Between months 13 to 20 from commencement date- upto 80% replacement of material used
 - Between months 21 to 28 from commencement date – upto 60% replacement of material used
 - Between months 29 to month 36 from commencement date – upto 40% replacement of material used
- b) The Company's maximum liability under this warranty shall be limited to replacement of material only.
- c) Replacement of material shall mean the product only required to set right the area where paint failure has occurred, at the time of the lodgment of claim. Replacement shall not include cement, sand, polymer, paint system and labour cost. 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.

Conditions of Warranty

- a) Dampstop Advanced must have been applied as per the specified application process and good working practice.
- b) Warranty will be applicable only for the area or affected area where the product has been applied. For eg: In a 100 sq. ft. wall, if Dampstop Advanced has been applied over a 60 sq. ft. area, warranty will be applicable only on the 60 sq. ft. area applied. The same will be validated by the Company representative at the time of inspection visit in case of future claims or complaints.
- c) The product must have been stored as specified in their packaging instructions and have been used within their shelf life.
- d) Dampstop Advanced should not be used in combination with product from any other manufacturer, or any other intermediate product.
- e) The warranty must be registered with the Company as per the steps mentioned in the 'Registration Process' section.
- f) The warranty will be applicable throughout India



Exclusions

1. The warranty shall be void in the following events:

- a) Water seepages and leakages arising from:
 - i. Cracks on exterior wall surface
 - ii. Plumbing issues
 - iii. Concealed gutters
 - iv. Untreated duct areas
 - v. Leakages from floors above or terrace
 - vi. Leakages from drain/nahani traps
 - vii. Untreated sanitary joints

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- viii. Untreated tile joints
- ix. Overflowing of loft tanks present in bathroom/toilet
- x. Rising ground water due to high water table resulting in moisture level above 70%
- b) Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
- c) Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- d) Removal, excavation or replacement of tiles and concealed plumbing.
- e) Leaks or damages resulting from natural calamities and/or Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.
- f) Leaks or damages resulting from any additional installations on the surface covered with the product or usage on surfaces that already has pre-installed elements that are not consistent with the recommended application.
- g) Substrate failure cases leading to overall failure of the system.
- h) Local market practices or abuses such as dilution or usage of lambi putty or any other local putties.

2. The Warranty covers only manufacturing defects of Dampstop Advanced, and does not cover any defects arising out of factors out of control of the Company, including but not limited to:

- a) Failure arising out of structural defects
- b) Natural calamities such as earthquakes, cyclones
- c) Vandalism
- d) Acts of God
- e) Abuse or negligence by the Customer
- f) Causes other than defects in waterproofing product (Dampstop Advanced)
- g) Improper surface preparation
- h) Normal wear & tear
- i) Any act or omission on the part of the Contractor/Painter causing the waterproofing product (Dampstop Advanced) to be defective by any means.

Owner's responsibilities

Owner should exercise normal housekeeping and after care post application of Berger Home Shield System.



Claims and Repairs

- a) Any claim made in terms of this Warranty shall be made within 7 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 the application of the Product System in which the recommended Product System 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 Product System.

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- d) The Company shall use reasonable endeavour to ensure that the HOME SHIELD SCIENTIFIC WATERPROOFING SOLUTIONS Product System 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:
 - 1. Control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions;
 - 2. Appoint a contractor and/ or approve the contractor appointed by the Customer.Provided that the cost of application will be borne by the Customer.
- f) The Company's maximum liability under this warranty shall be limited to replacement of material only.
- g) Replacement of material shall mean the product only required to set right the area where paint failure has occurred, at the time of the lodgment of claim. Replacement shall not include cement, sand, polymer, paint system and labour cost. The Customer will be liable for the balance costs, which are not Company's obligations, as indicated above.



WARRANTY REGISTRATION

- i) Request for registration of the warranty has to be made by the customer online within thirty (30) days from the date of invoice.
- ii) 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. The products based on the HOME SHIELD SCIENTIFIC WATERPROOFING SOLUTIONS Product System have to be purchased either directly from the Company or from its authorized dealers.
- iii) During the online registration for warranty, the customer has to provide the customer name, site address, mobile phone number and e mail ID to the Company.
- iv) The Company at its sole discretion may appoint a person to inspect and validate the application process of the Product System as per the directions specified.
- v) The customer shall attach invoices of all purchases of the Product to the warranty certificate and retain the same during tenure of the warranty.



Miscellaneous

- a) This Warranty disclaims any liabilities in contracts, tort or otherwise including negligence and strict liability and the Company makes no warranty of merchantability or of fitness for any particular purpose whatsoever for Dampstop Advanced. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- b) In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Kolkata.
- c) The facts and all matters concerning any dispute will be kept confidential by both, the customer, and the Company at all the times.
- d) This warranty is non-negotiable & non-transferable.