



5 YEAR WARRANTY: TERMS & CONDITIONS

Prodec Paints provides this warranty to the consumer, subject to the following terms and conditions:

1. EXTENT OF WARRANTY NOT EXCEEDING R16 500.00 PRODUCT VALUE

1.1 This warranty is limited to cover only the following Prodec Paints products:

a. Prodec Super Acrylic

1.2 The Warranty shall apply only where:

a. The total value of the invoice relating to the purchase of the product/s does not exceed R16 500 (sixteen thousand, five hundred Rand) inclusive of VAT.

b. The consumer has lodged the Warranty on the Prodec Paints website (www.prodecpaints.co.za) by providing all the details requested. In order for this Warranty to be valid, this must be done within 30 days of the purchase date of the product/s.

1.3 The Warranty shall commence on the date that the consumer lodges the Warranty and continue for a period of 5 years from the date of lodging.

1.4 Where any claim arises during the Warranty period, the period will not restart after settlement of the claim, unless a total repaint is required, as determined at the sole discretion of Prodec Paints.

1.5 The Warranty shall apply only to products purchased and applied within the Republic of South Africa.

2. WARRANTY TERMS

The Warranty shall only be applicable where:

2.1. Application work has been done according to the instructions provided for the product concerned with regard to preparation and application set out in the Prodec Paints specification.

2.2. The customer has followed the surface preparation and used the recommended products for the surface preparation prior to the painting of the surface as per the Prodec Paints specification and product Technical Data Sheets.

2.3. The Product is used strictly for the following applications:

a. Prodec Super Acrylic – interior application only

2.4. The Dry Film Thickness for the coating system is a minimum of 80µm (microns). The average breakdown of the film occurs at 15% per year.

3. THE PRODEC PAINTS WARRANTY

This Warranty covers, and is limited to, the following:

3.1. No Cracking of the paint film should occur as per ISO 4628-4:2003.

3.2. No blistering of the paint film should be visible as per ISO 4628-2:2003.

3.3. Adhesion failure or inter-coat adhesion failure where Prodec products have been used for the entire project (from primer direct to substrates as well as top coats).

4. EXCLUSIONS

Prodec Paints shall not be liable for:

4.1. Previously coated substrates where the existing coating (old paint) has adhesion or inter-coat adhesion failure.

4.2. Damage to the coating arising from external causes outside Prodec Paints' control such as, welding or other heating, pollution, mechanical damage, water pressure, electrical damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action, and the like.

4.3. Any indirect or consequential damages, losses and expenses such as, but not limited to, demurrage associated with coating repair work, loss of time, expenses due to the consumer's employees, agents, operators or sub-contractors, loss of profits and all claims by third parties against the consumer.

4.4. The deterioration of any metal as a result of any form of electrochemical action.

4.5. The failure of any coating on any areas which, because of their shape, characteristics or configuration, present special difficulties in either preparation or coating e.g. roof screws, ladders and ladder platforms, handrails, rivets, crevices and contact surfaces of any kind.

4.6. Damage to the coating arising from deterioration or movement of substrate caused by any other substance or condition.

5. LIABILITY

5.1 In the event of a proven product failure Prodec Paints undertakes to supply such materials and labour that may reasonably be required to rectify the problem at their cost. The Warranty will be subject to a pro-rata reduction of the total cost to rectify the problem.

5.2 A pro-rata reduction will be applied as follows:

5.2.1 A deduction of 20% of the total value per annum.

5.2.2 The replacement cost shall be the cost of the paint taking the pro-rata reduction into account at the time of the claim. The consumer shall be liable for the balance of the rectification costs, which are not covered by Prodec Paints in view of the pro rata reduction as set out above.