

WALLCHEM MANUFACTURING PRODUCT GUARANTEE

1. TERMS

1.1 The guarantee is only limited to the following Wallchem products

- Primer&Sealer
- Wall&Ceiling
- DurableMatt
- DurableSheen
- Velvet Touch
- Supa Roof
- Supa Guard
- Megabond Proof
- Seal & Protect

1.2 The manufacturer guarantees that the product, which is used under normal circumstances and according to instructions of use and the applicable legislation, will function properly and are manufactured from defect free materials.

1.3 The guarantee shall only apply under the following conditions:

- 1.3.1 The total purchase price (including VAT) does not exceed R 40 000.00 (forty thousand rand).
- 1.3.2 The product is registered within 7 (seven) days of purchase by fully completing an online registration form.
- 1.3.3 The guarantee shall commence from the date the registration is received by Wallchem Manufacturing and commence for a period as stated on the product packaging (5 years, 7 years, 10 years or 12 years).
- 1.3.4 Should any claim arise during the guarantee period, the period will not start afresh after settlement of the claim.
- 1.3.5 This guarantee shall only apply to products applied within the borders of the Republic of South Africa.
- 1.3.6 The preparation and application has been done in accordance with the product instruction provided for by the manufacture.
- 1.3.7 The recommend products have been used during surface preparation.
- 1.3.8 The product is used for the application and surfaces intended.
- 1.3.9 Maintenance guidelines as per supplier specifications where adhered to during the life time of the product. These guidelines could include annually washing the surface, routine checks to ensure the substrate is not compromised in any way or that water build up occurred and that maintenance coats are done every 5 (five) years (or otherwise specified).
- 1.3.10 A claim is subject to a site visit and or photos of the affected areas or symptoms. It is the responsibility of the claimant to ensure that Wallchem Manufacturing receives all documentation, samples, photos or other evidence as required to process any claims.

1.3.11 The manufacture reserves the right to change terms if it deems fit to do so.

2. EXCLUSIONS

The following exclusion will apply

- 2.1 Defect or damage caused due to inter-coat adhesion failure between an old (previous) coating and the new Wallchem Manufacturing supplied product.
- 2.2 Damage caused due to deterioration or movement of substrate.
- 2.3 Damage to the coating arising from external causes outside Wallchem Manufacturing's control such as, but not limited to, heating, pollution, mechanical damage, electrical or electrolyte damage, incorrect cleaning, incorrect use, neglect, fire, water damage, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action and alike.
- 2.4 Failure of any coating due the shape or characteristic of the surface.
- 2.5 Failure of any coating due to poor airflow or water drainage.
- 2.6 Claims will only be valid for products paid in full.
- 2.7 The guarantee does not cover for the shelf life of the product.
- 2.8 The guarantee would be void and null under the following conditions:
 - 2.8.1 The product was applied on a chalky or rusted surface
 - 2.8.2 The product was applied to incompatible substrates or surfaces
 - 2.8.3 The product was applied to a rood area with an pitch less than thirty degrees
 - 2.8.4 The product specifications was not followed during preparation and application
 - 2.8.5 Failure to follow written instruction regarding product use or precautions

3. LIABILITY

- 3.1 The liability shall reduce at the anniversary of each year at an equal pro-rata rate which reduce to zero when the guarantee reach majority as per specified. For example, the liability of a 10 year guarantee will reduce by 10% annually.
- 3.2 Liability will only be based on the cost of the purchased product taking the pro-rata rate into account at the time of the claim.
- 3.3 The guarantee liability does not cover the cost of the stripping of the defective paint nor the reapplication of the replacement product and does not cover indirect costs or losses resulting from such stripping and reapplication.
- 3.4 The manufactures liability does not cover damages or defect which could have been detected in the preparation or application process of the product.
- 3.5 The manufacturer shall not be liable for indirect losses and pure financial losses, lost profit or other consequential economic losses.
- 3.6 The manufactures shall not be liable for damages caused by negligence of the applicator or other third parties directly involved and is not for damages caused by the use of the product for other purposes then it is intended for.

3.7 The manufacturer shall not be liable for damages caused by raw materials or building design.

4. CLAIMS

- 4.1 The guarantee does not cover any claims for direct, indirect or consequential damages such as but not limited to, coating repair work, loss of time, expense due to the customers employees, agents or contractor's loss of profit or any claims by a third party against the customer.
- 4.2 Wallchem Manufacturing will provide the replacement paint for the re-application of the coating system as may be necessary to repair the paint failure.
- 4.3 Wallchem Manufacturing reserves the right to specify which applicator may/should be use to correct the paint failure.
- 4.4 Wallchem Manufacturing shall be entitled to inspect the alleged paint failure and perform any test in respect thereof and may do so either in-house or by means of any appointed person or independent paint consultant. Prior to such inspection or testing, the customer may not perform any repairs, remove or tamper with the coating or the structure it is painted on.
- 4.5 The claim must be made within 30 days from the date customer discovers the defect.
- 4.6 The customer shall forthwith notify Wallchem Manufacturing of the claim in writing, providing full details of the defect and on what basis he/she believes the manufacture is at fault.