



TITANIUM PAINTS FIVE YEAR PAINT GUARANTEE

1. CONDITIONS OF GUARANTEE

The Titanium Paints 5 year warranty is subject to the following conditions being met:

- 1.1 The surfaces to be coated must first be inspected by a Titanium Paints Representative who will prepare a Painting Specification.
- 1.2 The above specification is totally adhered to and a Titanium Paints Representative is to inspect the job after preparation of the surfaces to be coated and the application of each coat.
- 1.3 Each point in the specification is to be signed and dated by Titanium Paints Representative as to his having inspected and approved the preparation of the substrate and application of the paint.

2. COMMENCEMENT AND DURATION OF THE GUARANTEE (SEE ANNEXURE A)

- 2.1 The commencement date of the guarantee is the date on which, the application of the final coat of paint was completed.
- 2.2 The duration of the guarantee shall be for 5 years from the commencement date.
- 2.3 Should any claim arise during the guarantee period, the period will not start afresh after settlement of the claim, unless a total re-paint is required as determined at the sole discretion of Titanium Paints.

3. EXTENT OF GUARANTEE AND LIABILITY

- 3.1 Titanium Paints will provide the replacement paint and labour for the re-application of the coating system as may be necessary to repair the paint failure in accordance with Clause 5.
- 3.2 Throughout the guarantee, the words "paint failure" shall mean any of the following:
 - 3.2.1 Delamination of the paint system from the substrate
 - 3.2.2 Delamination of one coat of paint from another
 - 3.2.3 All other paint failures such as blistering, cracking, chalking, durability of colour (including fading and yellowing), provided that all the foregoing shall be subject to reasonable wear and tear criteria as determined by Titanium Paints, or if applicable by an Independent Technical Paint Consultant.



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- 3.3 This Guarantee does not cover any claims for direct, indirect or consequential damages, which damages claims are hereby contractually excluded in exchange for this detailed Guarantee cover.
- 3.4 The liability of Titanium Paints shall reduce over the guarantee period in accordance with the following scale:
- 3.4.1 In the first 12 months after commencement date - full replacement cost
 - 3.4.2 From month 13 to month 24 - 70% of replacement cost
 - 3.4.3 From month 25 to month 36 - 50% of replacement cost
 - 3.4.4 From month 37 to month 48 - 25% of replacement cost
 - 3.4.5 From month 49 to month 60 - 10% of replacement cost
- 3.5 The replacement cost shall be the cost of the paint and labour at the time of the claim. The consumer shall be liable for the balance of the replacement cost which is not covered by Titanium Paints as indicated in 3.4 above.

4. **EXCLUSIONS**

Titanium Paints shall not be liable for:-

- 4.1 Damage to the Coating System arising from external causes outside Titanium Paints control, such as, but not limited to, Mechanical Damage, Hydrostatic Pressure, Incorrect Cleaning or Incorrect Use, Neglect, Fire, Explosion, Radiation, Collision or other Acts Of God, Vandalism or other malicious damage and the like.
- 4.2 Damage to the Coating System arising from deterioration or movement of the substrate caused by any other substance or condition.

5. **CLAIMS AND REPAIRS**

- 5.1 Any claim made in terms of this guarantee shall be made within 30 days (thirty days of the Customer discovering the defect).
- 5.2 The Customer shall forthwith notify Titanium Paints of the claim in writing, providing full details in a written report and shall set out the basis on which it believes that Titanium Paints is liable in terms of this Guarantee.
- 5.3 Titanium Paints shall be entitled to inspect the alleged paint failure in which the coating 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 or Independent Consultant nominated 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 coating.
- 5.4 The Customer shall provide such further information as Titanium Paints may require, including details of environmental factors and inspection and repair records.
- 5.5 Titanium Paints shall at its sole discretion be entitled to control work which is to be carried out in accordance with its instructions and specifications as well as appoint a Contractor and / or approve the Contractor appointed by the Customer.

ANNEXURE A



1. CONSUMER DETAILS

NAME : _____
ADDRESS : _____
WORK TEL : _____
HOME TEL : _____
CELLPHONE : _____
E-MAIL : _____

2. DATE OF COMPLETION OF CONTRACT _____

3. CONTRACTOR DETAILS

NAME : _____
ADDRESS : _____
WORK TEL : _____
HOME TEL : _____
CELLPHONE : _____
E-MAIL : _____

4. COATING SYSTEM USED : _____

5. COPY OF SPECIFICATION WITH SIGNATURES ATTACHED

SIGNED CONSUMER

PRINT NAME SIGNATURE

FOR TITANIUM PAINTS

PRINT NAME SIGNATURE