# Dulux

## DULUX ASSURANCE WARRANTY PROGRAM

Terms & Conditions

### **Dulux Ambiance Velvet Touch**





Dulux Assurance Warranty Program is designed to provide customers with assurance regarding the quality and performance of Dulux products, allowing them to claim a product replacement, in accordance with the terms and conditions outlined herein.

#### 2. REGISTERATION PROCESS

To claim for a product replacement, Registration for the warranty must be completed within 30 days of purchasing Dulux Ambiance Velvet Touch. To register:

- i. Contact AkzoNobel via one of the following:
- · Website (Ask Dulux): www.dulux.com.pk
- WhatsApp: 0300-01DULUX (38589)
- Call Center: 0800-DULUX (38589) (support only)
- ii. Complete the Warranty Registration Form with the following mandatory documents and information:
  - a. Personal details: Name, contact number, email, site address.
  - Product details: Products purchased, quantity, price paid, batch number
  - c. Dealer details: Date of purchase, dealer name, dealer address.
  - Retailer invoice: A clear copy showing details of all purchased products.
- iii. Once submitted, the documents will be verified, and if complete, a Digital Warranty will be issued to the customer. The customer must keep the Digital Warranty card with them as it is mandatory to have it in case Warranty must be availed.
- iv. Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed. In such cases AkzoNobel will be constrained to close the customer request/claim if incomplete, ineligible, or inaccurate.

#### 3. ELEGIBILITY OF THE WARRANTY:

- I. The Warranty is applicable on Dulux Ambiance Velvet Touch purchased and invoiced on or after January 1, 2025, used at sites within Pakistan only.
- ii. The Warranty is only available to customers who are residents of Pakistan. The warranty is not available to employees of the AkzoNobel, its agents, distributors, wholesalers, resellers, or retailers. Resellers, retailers, and contractors/painters may not submit claims on behalf of their customers

### 4. WARRANTY COVERED UNDER SPECIFIC CONDITIONS

To avail the Warranty, the product must be applied on a properly prepared surface according to the manufacturer's instructions and in accordance with point 8 (Painting System and Surface Preparation). A maximum of 32 liters of the product may be redeemed per site under this Warranty.

The Warranty allows customers to claim a product replacement only under specific conditions outlined below:

- I. Colour Fading/Discolouration: Excessive uniform fading or discolouration of the paint film, exceeding DE 13 CIE lab units.
- ii. Film Integrity:
  - a. Peeling: Paint film peels or detaches from the surface.
  - b. Cracking: Visible cracking on the paint film, excluding cracks caused by plaster or structural issues.

- Fungus/Algae Growth: Microorganisms grow on the paint film, causing discolouration over an area of at least 1 square meter (10 square feet).
- iv. Waterproofing: Water ingress due to waterproof coating failure (vertical walls only) where Dulux Aquashield Interior Waterproof Basecoat is applied

Note: Water ingress through the roof/exterior walls or unprotected parts of the structure is not covered.

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v. Flawed Colour: The colour appears different on the wall compared to the latest shade cards or fan decks issued from 2020 onward by AkzoNobel Pakistan.

Note: Minor variations due to surface preparation issues are not covered.

- vi. Coverage Variance: The paint does not adequately cover the surface beneath, failing to hide 95% of it when applied at the recommended spreading rate and number of coats.
- vii. Non-Uniform Finish: The dried paint has inconsistent sheen and appears patchy.

#### 5. WARRANTY DURATION:

The Warranty starts on the Commencement Date and is valid for 72 months as per the chart below. To be valid, you must possess the Digital Warranty Card and follow the recommended painting application method in accordance with point 8 of these terms and conditions.

#### 6. COVERAGE PERIOD

The Dulux Assurance Warranty Program offers warranty for specific conditions as mentioned in point 4 as per the following durations:

Topcoat	Dulux Ambiance VT	Dulux Ambiance VT
Basecoat	Dulux Interior Acrylic Primer	Dulux Aquashield Interior Waterproof Basecoat
Perfect Colour	3 Months	3 Months
Uniform Finish	3 Months	3 Months
Stated Coverage	3 Months	3 Months
Film Integrity	6 Years	6 Years
Colour Retention	6 Years	6 Years
Anti-Fungal & Anti-Algae	6 Years	6 Years
Waterproofing		3 Years

Note: Dulux Interior Acrylic putty is recommended for warranty.

#### 7. WARRANTY COVERAGE LIMITATIONS:

The Warranty covers replacing the affected product based on the material consumption for the affected area (calculated according to the product coverage norms on the Product Data Sheet on our Website). This compensation does not include labor or other costs for the original or replacement product. For additional product quality issues, you can follow the normal complaints procedure.

The replacement/claim liability will diminish with every passing year as per the table below:

Year from Date of Application	Claim Liability
Year 1	100%
Year 2	90%
Year 3	75%
Year 4	50%
Year 5	25%
Year 6	10%

#### 8. PAINTING SYSTEM & SURFACE APPLICATION

I. Warranty is applicable only when the paint application is according to the painting system mentioned below:

Surface Preparation			
New or Bare Surfaces	Previously painted sound surfaces	Powdery, dusty, and cracked surfaces	
<ul> <li>New or bare surfaces must be clean, dry and free from efflorescent salts.</li> <li>Sand the surface with suitable sandpaper or sandstone to make the plaster surface smooth.</li> <li>Dust off thoroughly.</li> </ul>	<ul> <li>Remove all defective or poorly adhering material by rubbing down using a suitable abrasive paper stiff brush.</li> <li>Dust off thoroughly.</li> </ul>	<ul> <li>Fix minor wall defects.</li> <li>For large holes &amp; cracks, use sand and cement mixture in 3:1.</li> <li>Allow the surface to dry completely.</li> </ul>	

#### Application

- Treat any area affected by mould, lichens, algae with 1 coat of Dulux Aquashield Pre-Treatment Coat with dilution of 10-12 L water in 1L Product with brush. Allow drying time of 4-6 hours.
- Apply 1 coat of Dulux Interior Acrylic Primer with dilution of 50-75% with water for brush and 20-25% for roller. Let the surface dry for 2-3 hrs.
   OR if waterproofing warranty is required then replace 1 st coat of primer with
- Waterproofing basecoat:
- Apply single coat of Dulux Aquashield Interior Waterproof basecoat\* without dilution. Recommended coverage is 7-9 m2/kg for single coat. Make sure 3-4 hours of drying. Do not overextend the brush.
- Fill the surface with 2-3 coats of Dulux Interior Acrylic Putty with 2-3 hrs of interval in between coats. No dilution required for putty.
- · Scuff the surface with suitable sandpaper and dust off.
- Then apply 1 coat of Dulux Interior Acrylic Primer with dilution of 50-75% with water for brush and 20-25% for roller. Let the surface dry for 2-3 hrs.
- Before application of topcoat, scuff the surface with suitable sandpaper and dust off

#### Finishing

 Apply 3-4 coats of Dulux Ambiance VT with 2-3 hrs of interval in between coats.
 Thinning ratio must be followed as per application procedure i.e. 60-70% with water for brush and 10-15% for roller. On a smooth surface of average porosity, practical coverage should be 16-18m2 /litre/ coat.

#### \*Note:

- For waterproofing warranty, application of Dulux Aquashield Interior Waterproof Basecoat is mandatory as per specified application procedure.
- Painted surface is not subject to cleaning with harsh chemicals or cleaning agents based on acid / alkali, peroxides or corrosive materials. Cleaning with mild detergent solution is accepted. For detailed painting procedure, please refer to respective Product Data Sheet (PDS) on Dulux Pakistan website.
- Curing of plaster is required for a minimum of 28 days (depending on weather conditions) before any product is applied.
- The Product(s) must have been applied on properly prepared surfaces/application and in accordance with the manufacturer's instructions (in packaging) to avail Warranty.
- Cumulative maximum redemption quantity of material shall be capped for a site to 32 liters of the Selected Product each for exterior surfaces with the same colour (as applicable) or the quantity calculated under para #10 above or the quantity of Selected Product actually bought by the customer, whichever is lower, under this Dulux Assurance Program.

#### 9. CLAIM PROCESS

- I. Once you have received Digital Warranty Card as per point 2, to claim product replacement, you may initiate a claim process through either of the following:
  - a. Website (Ask Dulux): www.dulux.com.pk
  - b. WhatsApp 0300-01DULUX (38589)
  - c. Contact Call Center 0800-DULUX (38589) (for support only)
- ii. Claim form must be filled with the following mandatory information for a valid claim:
  - a. Warranty Registration Number
  - b. Issue with the paint:
    - Peeling/Flaking
    - Fungus/Algae Growth
    - Colour Fading
       Water Ingress Through Surface
    - Non-Uniform Finish
    - Coverage Variance
    - Flawed Colour
  - c. At least 3 pictures in the following prescribed format clearly depicting the issue:
    - One Long shot (10 ft distance or more)
    - One close shot (3-5 ft distance)
    - One at any other angle that helps in showing the issue in a clear way
- iii. Once the Claim is registered, it would take up to 14 working days to resolve a valid claim by our representative. During this time, a representative may be sent to assess the painted area in question to verify that the claim is based on a bona fide purchase of a product(s) and to ensure that the product(s) and its application meets the conditions required for the Warranty to apply. In the event of incomplete details provided, company shall not resolve the claim.
- iv. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

#### **10.LIMITATION & EXCLUSIONS**

- Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed. In such cases AkzoNobel will be constrained to close the customer request/claim if incomplete, ineligible, or inaccurate.
- ii. Upon establishing the defect and validation of the claim by AkzoNobel, compensation will be made from the same dealer/store where it was originally bought within seven (7) working days from the date of confirmation. It will be the responsibility of the customer to arrange for logistics, at its cost, for the replaced product from the dealer/store to the relevant site.
- iii. We reserve the right to reject a claim if we have reason to believe that there is misrepresentation, or the claim is fraudulent, or is in violation of any of these Terms and Conditions ("T&Cs").
- iv. No third party or joint submissions shall be accepted.
- v. The Warranty does not cover problems that were caused due to reasons outside of our control (for example, an issue with the substrate) or where the product was applied on surfaces which were not properly prepared, or usage of the entire paint system was not as per the standard application guidelines as recommended by AkzoNobel in Product Data Sheet and/or on the product.
- vi. The Warranty shall be limited only to the extent of providing the Product(s) to the extent of defect can be established. AkzoNobel shall not be responsible for any other material, product, or expenses of any nature.
- vii. Claims not made in accordance with these T&Cs will be deemed invalid. If a claim is refused because the terms of the Warranty ave not been met, AkzoNobel's decision shall be final and binding.
- viii. If any provision in these Terms and Conditions ("T&Cs") is found to be invalid, unlawful, or unenforceable in any court or competent authority, the provision shall be deemed not to be part of the T&Cs and it shall not affect the enforceability of the rest of the provisions of the T&Cs.
- ix We reserve the right to withdraw, amend or terminate the Warranty without notice. All claims made in accordance with these T&Cs and made prior to the Warranty being withdrawn, amended, or terminated will still be honored.

- x. No cash or alternative to compensation shall be provided.
- xi. In any case, AkzoNobel shall not be liable for:
  - Any conditions, warranties or other terms which are not included in these T&Cs.
  - b. Any indirect or consequential loss, damage or costs incurred by any customer in connection with the Product or this Warranty, or the cost of any labor for the application of the Product.
  - c. Any claim arising out of improper surface preparation, and/or improper application including but not limited to:
    - Not enough paint is applied, or the paint is applied unevenly, causing inconsistency in the film build and appearance.
    - Higher dilution of the paint.
    - Topcoat is applied directly on the spot putty without a primer.
    - Painting over a highly alkaline surface.
    - Undulations in the surface.
       Butty is not fully also before
    - Putty is not fully dry before application of the paint.
       Putty is applied paper up for the paint.
    - Putty is applied non uniformly or not from AkzoNobel.
      Curing time of minimum 28 days is not given to the surface
  - before product applicationd. Any Claim where the surface has been contaminated such as by excessive accumulation of atmospheric chemical particles
  - or atmospheric dirt, not properly prepared, or not properly dried before application of the Product(s).
  - e. Any Claim, if the application of the Product fails due to structural defects, high alkalinity, water leakage and seepage within the building structure, continuous dampness of the surface, issues arising due after penetration due to capillary rise from the ground level, moss, and other vegetable growth, dripping water due to proximity to air-conditioning units/any other sources of water or staining due to plant pots.
  - f. Painting on highly damp substrate i.e moisture content >15% on moisture meter brings to the discolouration due to alkaline attack or efflorescence arising.
  - g. Growth of algae or fungus on surfaces other than masonry walls.
  - h. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
    i. Puncturing of cured membrane due to sharp objects,
  - movements of heavy articles, fixing of antenna or other structures on the terrace.
  - Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
  - k. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.
  - I. Any extension of building/civil or structural modification post painting will make the warranty void.
  - m. Warranty will be void in case of mechanical damage/puncturing of the paint film (whether on horizontal or vertical) including but not limited to sharp objects, plantation near the building etc.
  - De-bonding of the base (material used for levelling in ceiling) from the surface & cracks formation on the same. Failure of underlying plaster which in turn causes a failure of paint film.
  - Any Claim where the application of the Product(s) is affected by an Act of God, such as, natural calamities, earthquakes, cyclones, floods etc.
  - p. Any Claim where the application of the Product(s) fails due to defects in the structure or previous coating applied before the application of Product(s) or failure of basecoat/putty surface.
  - q. Any act of vandalism, abuse, or negligence by the customer or third parties shall invalidate the Claim.
  - r. Any Claim, if the Product(s) is affected by use of incorrect bases, improper recipe, tinting formula, or colours, during tinting not conducted by retailer.
  - s. Any act of omission or commission or negligence, bad or poor workmanship on the part of the contractor, or painter or their sub-contractors, servants, representative or agents, that causes the Product(s) to be defective by any means.
  - t. Any Claims where under normal conditions in coastal areas fading and chalking occurs with paint products, even though durable and resistant colour pigments are used in the manufacturing of the product. Within normal limits this will not be considered a valid Claim.

#### Contact us

O800-DULUX (38589)
 www.dulux.com.pk
 www.facebook.com/duluxpakistan
 O300-O1DULUX (38589)

#### **11.MISCELLANEOUS**

- I. The Warranty is governed by the laws of Pakistan and is subject to the exclusive jurisdiction of the Courts of Pakistan.
- ii. The reference to "We" or "AkzoNobel" under these T&Cs shall mean AkzoNobel Pakistan Limited.
- iii. AkzoNobel, or AkzoNobel logos such as that of Dulux, ICI Roundel, Flourish, Let's Colour, distinctive colour names and liveries are trademarks of the AkzoNobel group ©AkzoNobel 2018.
- iv. This warranty is non assignable and non-transferable
- v. If any dispute arises between the company and the customer, in respect of the above warranty, neither shall commence any court or arbitration proceedings relating to the dispute, unless they have first complied through mediation.
- vi. In case of any disputes, the same is subject to exclusive jurisdiction of the courts of Pakistan.
- vii. The facts and matters concerning any dispute must be kept confidential by all parties at all times.

### AkzoNobel