Raincoat
Classic
System
Terms &
Conditions

2020

This document covers the warranty and other provisions thereto regarding the following products ("Product(s)") of Pidilite Industries Limited ("Company").

## I. Product(s):

Products	Warranty	Period
Dr.Fixit Raincoat Classic system	Waterproofing & anti-	Seven (7) years
(Primeseal + Raincoat waterproof	algal performance	
coating + Raincoat Classic Top Coat		
in case of fresh painting) OR	Durability -	
(Raincoat waterproof coating +	(film integrity- flaking and	Ten (10) Years
Raincoat Classic Top Coat for	peeling)	
repainting on stable substrates)		

### II. Warranty:

### 1. Minimum purchase:

- i. If a. The total volume of the said system purchased exceeds 60 litres and the usage on a particular site exceeds 60 litres & upto 120 litres of Dr. Fixit Raincoat Waterproof Coating and Classic Raincoat Classic Top Coat has been consumed on a single building.
- ii. Entire exterior walls of the building should be coated with Dr. Fixit Raincoat Waterproof Coating along with parapet walls.
- iii. Warranty needs to be registered within 15 days of purchase of Dr. Fixit Raincoat waterproof Coating and Raincoat classic Top Coat.
- 2. The Warranty is for the replacement of the Product of an amount equivalent to the Product cost and the labour costs for re-application of the Product due to Coating Failure in the affected portion only 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.

### "Coating Failure" shall mean the following:-

- i. Film integrity, flaking, peeling and blistering of the Products, caused by one coat of the Product coming off from another or the Product film coming off from the substrate.
- ii. The paint film shows blistering, splits, tears or shows of evidence excessive weathering due to defective material
- iii. Growth of fungi and algae on wall surfaces\* (at least spread over contiguous area of a minimum area of 10 sq. feet) on all Products listed above.
- iv. Failure of waterproofing, viz., water ingress from exteriors through the coatings in exterior walls.
- 3. The aforesaid labour costs will be determined by the Company based on prevailing market labour rates on per sq. ft. rate or on daily wages rate and the same will not be disputed by the Customer (as defined hereinafter) at any point of time.
- 4. The warranty will not cover Coating Failure due to factors which are beyond the control of the Company, including but not limited to:

- a. Structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage in the building structure and continuous dampness of the surface, staining due to plant pots, efflorescence, water-logging / stagnant water.
- b. Natural calamities such as earthquakes, cyclones and flooding
- c. Failure or defects in the structure or previous coating, or any repair work undertaken or removal or tampering with any part of the treated portion.
- d. Damage caused by vandalism, accidents and fire
- e. Acts of God
- f. Abuse or negligence by the Customer
- g. Improper surface preparation
- h. Surface with contaminants
- i. Normal wear and tear
- j. Misuse of the Products
- k. Wilfully inflicted damage
- I. Exposure to chemicals, acids or fumes
- m. Failure to follow instructions/TDS
- n. Any act or omission on the part of the contractor/painter causing Products or the application of Products, to be defective by any means.
- 5. The Warranty shall be subject to the terms, conditions and provisions mentioned herein.

## **III.** Applicability of Warranty:

- 1. The Warranty shall apply only:
  - a. To the end user / beneficiary of the Products i.e. the owner of the site on which the Products have been applied ("Customer").
  - b. If the total volume of Product usage on a particular site exceeds 300 litres on a single site.
  - c. If the Registration for request for warranty is made by the Customer 15 days prior to the commencement of application of the Product and
  - d. If the quantity of Products used for particular size of area is in accordance with the parameters defined in the relevant technical data sheet ("TDS")) for the Products. Customer must ensure the contractor carries out application as per TDS of the Product being used.
  - e. If all the exterior walls of the building is also treated with the product & is applied on the entire vertical surface in the recommended manner
  - f. If the application of Product is on exterior wall surfaces only.
  - g. Loose plaster and structural cracks are repaired as per standard construction practices.
  - h. If the Product is purchased either directly from the Company or through its authorized channel partners.
  - i. All vertical walls of the building including all horizontal protrusions like chajjas/sunshades must be coated with the Product as per the Technical Data Sheet.
  - j. If a claim is made forthwith, however not later than 30 (Thirty) days of the Customer discovering any defect, damage or failure which gives rise to a claim, the Customer shall provide full details thereof, setting out the basis for the claim. The Company reserves the right to carry out inspections of the application process of the Product, in which the relevant

Product 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 nominated by it.

#### IV. Commencement and Duration

- 1. This Warranty shall commence from the date of first purchase of the Products by the Customer (Commencement Date) provided Product is consumed within 90 days of the date of purchase and shall be subject to the conditions mentioned herein.
- 2. The Warranty shall be applicable for a specific period as detailed above, from the Commencement Date on all performance parameters as detailed herein. It is clarified that where any claim arises during the warranty period, the period will commence only from the Commencement Date of warranty even after settlement of the claim.

#### V. Exclusions

- 1. The Products under this warranty are application based and might be affected by various external factors or combinations thereof.
- 2. The Warranty will be void in the following events:
  - a. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like potted plants, plants or water flow from overhead tank etc.
  - b. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
  - c. Growth of algae or fungus on surfaces other than exterior walls where the Products have been applied.
  - d. The Product is not consumed within 90 (ninety) days from the date of purchase.
  - e. Dampness from internal walls due to leakages from bathrooms, kitchens etc.
  - f. Deterioration of film integrity and shade fading due to efflorescence or lime blooming arising from the masonry wall.
  - g. Defects in the design of the building, including inadequate drainage system, settlement, movement or other structural defect.
  - h. Building or structural expansion or additions or reductions shifting, distortion, failure or cracking of building components.
  - i. The warranty will not be valid in case of failure of the underlying plaster or putty coat or texture paint which in turn causes a failure of the Raincoat classic film.
  - j. In case a portion of the surface has not been treated with the Product.

## VI. Liability

- 1. The Company's maximum liability is limited to the repair of the Coating Failure (including labour cost) in the affected portion to the extent of the value equal to the original purchase price of the Products ("replacement cost"). The Company shall not have any other liability or responsibility irrespective of any representation or assurance given by any party.
- 2. The Company, in its sole discretion shall be entitled to appoint a contractor and / or approve the contractor appointed by the Customer.
- 3. The Customer will be liable for all other costs excluding Product replacement cost and labour as covered in this document.
- 4. The Company will not be liable for any other cost direct or indirect or consequential loss or incidental damages or any loss of income, profits or contracts to the Customer or to any other person. Notwithstanding anything mentioned herein, the Customer's exclusive and sole remedy under this Warranty.
- This Warranty disclaims any liabilities, in contract, tort or otherwise including negligence and strict liability. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein

#### VII. General Provisions:

- a) If any dispute arises between the Company and the Customer, in respect of the Warranty, the decision of CEO/VP Services of Construction Chemical division, Pidilite Industries Limited will be final and binding.
- b) This warranty shall be subject to the exclusive Jurisdiction of the courts in Mumbai.
- c) The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.
- d) Terms, Conditions and other provisions of the warranty are subject to change.
- e) Any reference to Company shall mean Pidilite Industries Limited
- VIII. To Register Warranty (This section is only for the information of the Customer and shall not affect the interpretation of the sections hereinabove. In case of any conflict between this section and the prior ones, the prior sections will prevail.)
- a) For Registration of a warranty visit our website <a href="https://www.drfixit.co.in/warranties">https://www.drfixit.co.in/warranties</a> & provide Customer name, contact details along with other required details.
- b) Registration of Request for warranty to be made by the Customer 15 days prior to the commencement of application of the Products.
- c) In order to make this warranty valid, as per terms outlined, it is essential that request for Registration of Warranty is being made by the Customer.
- d) Customer will have to upload "Proof of Purchase" document basis which warranty will be approved or rejected.

### Note:

- a. Final warranty certificate will be issued after satisfactory validation of the information provided & the documents uploaded by the customer.
- b. The Company at its sole discretion may appoint a person to inspect and validate the application of the Products as per the directions specified before issuance of warranty.
- c. Upon registration, a Unique Warranty Id will be generated, which will be the reference code for the Customer for future communication.
- d. Warranty Document will be sent via email to the customer, the warranty document should be retained during tenure of the warranty.
- e. The Customer may call on 1800-209-5504 if he experiences a problem or have any questions regarding the Warranty. An authorized representative of the Company would contact the Customer within 7 (seven) working days from the date of enquiry.
- f. The Customer may also register his warranty claim by visiting <a href="https://www.drfixit.co.in/warranties">https://www.drfixit.co.in/warranties</a>

### INSPECTION Checklist for Dr. Fixit Raincoat Classic system work procedure

Areas of application: All exterior cement-sand plastered walls / concrete surfaces

# **Pre-application -Checklist: Do's and Don'ts**

- All cementitious substrates to be well cured at least for 6 8 weeks
- Check for external and internal plumbing leakages if any and to be rectified properly
- Check soundness of plaster. De-bonded plaster to be repaired appropriately
- Check the existing paint -Cement paint if any, to be removed as best as possible.
- Coating not recommended on synthetic enamels, bituminous paints
- Coating not recommended on any putty applied and on very smooth surfaces
- Confirm with the client about the desired shades for the various elevation of building
- Confirm the shades selected by physical sampling at site and retain the sample.
- Carry out proper surface preparation like widening the cracks with 'V' groove, cleaning thoroughly with clean water and application of crack filler or polymer modified mortar as required
- Ensure chajjas, overhangs, etc. are properly sloped, angle fillet at joints.
- Ensure crack filling is done with crack filler and for cracks > 5mm by polymer modified
   Mortar.
- Ensure proper curing of all repairing works
- Plan for proper manpower arrangement to carry out the job
- Ensure for sufficient quantity of safety gear like safety belts, helmets etc.
- Prepare a schedule of the work with bar chart, for the entire job
- Assess the quantity of all materials required for the job and check its availability

## **During application - Checklist:**

- Note batch no's and manufacturing dates of all materials received at site
- Ensure proper curing of all repairing works
- Clean the area with removal of dust, algae, efflorescence etc. and clean with water
- Ambient temperature during application shall not be too low (<5°c) or too high (>35°c)
- Do not apply during rainy season or if there is risk of raining as it will spoil the work
- Saturate the surface well with water prior to application
- Shake well the contents before opening and stir well during mixing and application
- Ensure that coating work starts early morning (7.00 AM) to avoid coating under direct sunlight.
- Plan in a way that direct sunlight during coating is avoided.
- Apply one coat of Dr. Fixit Primeseal diluting 2 parts primer: 1 part water of, in case of fresh painting with the Raincoat Classic system. In case of repainting, application of Primeseal is not necessary if the current surface is in sound condition.
- Pot life of mixed primer is about 45 minutes hence consume the material within

- stipulated time period.
- Ensure proper coverage of primer 8-10 m2 /ltr / coat , Allow to dry for 4 to 6 hrs
- Shake well the contents before opening and keep stirring during application
- Apply one coat of Dr. Fixit Raincoat waterproof coating without any dilution with a
  coverage of 4.2 to 4.7 sq m / per Litre / coat. Allow it to dry for 6-8 hours before applying Dr.Fixit
  Raincoat Classic Top coat at coverage of 6 to 6.5 sq mt / Litre / coat
- Allow air curing for 7 days
- In case of a repainting (surface that has been painted before), there is no need for application of Primeseal if the surface is stable, i.e., no flaking, peeling and loose particles on the surface

# **Post Application Checklist:**

- Note date of completion of coating
- Check appearance of the surface for finish, lustre, levelling, opacity etc so as to get no telegraphing and uniform finish
- Ensure that containers and brushes are properly cleaned.
- Ensure proper cleaning of area (house-keeping).
- The waste material has not been thrown down the drain but disposed off properly.
- List of do & don'ts to take care and take corrective measures if any faults observed

# **Precautions and limitations:**

- "Do not Dilute" Dr. Fixit Raincoat range
- Stir contents well before use
- Do not apply on very smooth and putty applied surfaces
- Avoid coating on damp substrates
   In case of fresh painting, Apply Dr. Fixit Raincoat waterproof coating within 48 hrs of Primeseal application. Application of Primeseal will not be necessary in case of repainting in case the existing substrate is in sound condition followed by Raincoat Classic top coat.
- Apply extra coat on rain lashed walls and on critical areas like parapet / chhajjas etc.
- The coverage may vary according to the nature and texture of substrate.
- Note all details (Batch No. / date etc.) of the material received for further references.