

Coloursof



# **MAXIMO**



LUXURY EXTERIOR EMULSION

**WARRANTY BOOKLET** 



## **WARRANTY INFORMATION**

Customer Details	
Name	Contact
Site Address	
Warranty Identification No. (Win) (To be issued the customer by helpline ope	erator)
Warranty commencement date	
Product Details	
Shade Name	Quantity (ltrs.)
Batch No.	Mfg. Date
Area to be painted (in. sq. ft.)	
Dealer Details	
Dealer Names	
Address	
Invoice NoIn	voice Date
Dealer's stamp	
To be filled by the customer	
Contractor's Name	
Address	
Tel.No	



#### **ABOUT THE PRODUCT**

Maximo Ultra is a hi-tech water thinnable exterior wall coating, based on 100% acrylic formulation enriched with world class additives which performs in all type weather conditions protecting your exterior walls of home from rain, heat and dust. Being durable, anti-algal and washable as well, it keeps your home looking new for years to come.

#### **WARRANTY COVER**

Maximo Ultra is a high-performance painting system that offers an 8 year durability (color retention & film integrity) warranty and 5 year antialgal warranty. The first of its kind, the warranty covers product performance against not just fading, flaking and peeling but also covers blisters, splits, tears and excessive weathering of the paint. With 8 years durability and 5 year anti-algal warranty, you can be assured that your home will look younger and brighter, year after year, for years to come.

#### WATERPROOFING WARRANTY EXCLUSION

The 8 Year durability warranty on colour retention and film integrity on vertical walls and the 5 years anti algal warranty on vertical walls will not be valid if JK Primera Exterior Wall Primer is not applied as an undercoat before Maximo Ultra

#### **COMMENCEMENT AND DURATION**

- a. The warranty shall commence on the date ("the commencement date") once the consumer registers the warranty on JKMaxx paints website and furnishing all the purchase and personal details requested by the company. In order for this warranty to be valid, the registration needs to be done within fifteen (15) days of the purchase date of Maximo Ultra.
- b. If there is a break or recess period in the painting work on the same building, finalizing the commencement date shall be at the discretion of the JK Maxx Paints team.
- c. The company at its own discretion may appoint a person to inspect and validate the application of the Maximo Ultra as per the directions specified.
- d. The warranty shall be for a period of eight (8) years on durability parameters (film integrity and color stay) and five (5) years on the antialgal property from the commencement date.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

#### **EXTENT OF WARRANTY**

The warranty shall apply where:

- a. The total volume of the said system purchased exceeds 60 litres and the usage on a particular site exceeds 60 litres.
- b. Under normal use and service, the roof or vertical walls of building which is not coated by Maximo Ultra should be free of water leakage or seepage.
- c. The company will only provide replacement cost for paint and labour for re-application of coating, as required to set right the paint failure in the affected portion only in accordance with liability as indicated in the 'Liability' section. Throughout this warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this warranty:
  - i. Film integrity, flaking and peeling of the paint Maximo Ultra Basecoat

- and/or Maximo Ultra Topcoat caused by one coat of paint coming off from another or the paint film coming off the substrate.
- ii. The paint film shows blistering, splits, tears or shows evidence of excessive weathering due to defective material
- iii. Shade fading
- iv. Growth of fungus and algae on wall surfaces\* [at least spread over a minimum area of 1 sq. mtr. (10 sq. feet)]
- v. Water ingress through exterior surfaces (only vertical walls) where Maximo Ultra system is applied (water ingress through the roof or any through any other part of the structure not protected through the Maximo Ultra system will not be covered by this warranty)

\*Please note: The warranty on anti-algal/anti-fungal performance is only for a period of five (5) years from the date of purchase. Please note that this warranty is subject to the conditions mentioned herein.

#### **APPLICATION**

The warranty shall only be applicable where:

- a. All elements of surface preparation prior to the application and application work have been done in accordance with the instructions provided for Maximo Ultra with regard to surface preparation and application as in the product information sheet.
- b. Maximo Ultra has been used for vertical exterior masonry wall surfaces only
- c. JK Primera Exterior Wall Primer is applied at a coverage rate specified in the product data sheet i.e. 60-70 sq. ft./ltr
- d. Maximo Ultra is applied at a coverage specified in the product data sheet i.e. 60-70 sq. ft./ltr
- e. No vertical surface/area is left uncoated due to lack of accessibility (eg. duct area).

#### LIABILITY

a. The company's liability will reduce over the warranty period according to the following scale:

Period	Liability
Within first 24 months of the commencement date of warranty	100% of replacement cost
From month 24 to month 48 of the commencement date of warranty	70% of replacement cost
From month 48 to month 96 of the commencement date of warranty	30% of replacement cost
After month 96	0% of replacement cost

- b. The company will be liable for the replacement cost of only paint and labour required to set right the area of paint failure only, at the time of the lodgment of claim.
- c. The labour rate will be determined by the company and it will be reflection of the current prevailing market labour rates and the same will not be disputed by the customer, at any point of time. The labour rate may be determined on the basis of a per sq.ft. rate or on a daily wages rate. The customer will be liable for the balance costs, which are not company's obligations, as indicated above.
- d. Labour charges should not exceed the material charges.
- e. Final decision on the reimbursement amount will be at companies will.
- f. The company will not be liable for any indirect or consequential loss or damages to the customer. The customer's exclusive and sole remedy under this warranty shall be as mentioned here in this clause.

#### **EXCLUSIONS**

- a. The warranty will be void in the following events:
  - Intermittent dripping of water due to proximity of vegetation or airconditioning units or any other sources of water leakage like plant pots

- ii. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- iii. Growth of algae or fungus on surfaces other than masonry walls.
- iv. Inadequate housekeeping of terrace or roof resulting into water logging.
- v. Defects in the design of the building or roofing system, including inadequate drainage system, settlement or movement.
- vi. Water seepage through ducts or other areas where Maximo Ultra System is not applied due to inaccessibility of that area
- vii. Exposure of Maximo Ultra to damaging substances such as chemicals, solvents or oils.
- viii.Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- ix. 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
- xi. Leaks or damages resulting from any additional installations on or through the product or flashing after the initial installation that is not consistent with Maximo Ultra application.
- xii. Any extension of building/civil or structural modification post painting will make the warranty void.
- xiii. 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.
- xiv. Water seepage from or through the drainpipes carrying water from the upper parts of the building to the ground. These could include leakage/seepage through external or internal drainpipes on the structure
- xv. The warranty would be void in case of water leakages arising out of uncoated surfaces/structures that are directly connected to the structure painted with Maximo Ultra System.

- b. The warranty will cover only the manufacturing defects of Maximo Ultra and will not cover any defects arising out of factors out of control of the company, including but not limited to:
  - i. Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, damage of paint due to ants and insects, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots
  - ii. Natural calamities such as earthquakes, cyclones
  - iii. Failure or defects in the structure or previous coating.
  - iv. Vandalism
  - v. Acts of God
  - vi. Abuse or negligence by the Customer.
  - vii. Causes other than defects in the Maximo Ultra Basecoat and/or Maximo Ultra Topcoat.
  - viii.Improper surface preparation.
  - ix. Surfaces with contaminants and not dry.
  - x. Normal wear and tear.
  - xi. Any act or omission on the part of the contractor/painter causing the Maximo Ultra or the application of Maximo Ultra to be defective by any means

#### CLAIMS AND REPAIRS

- a. Any claim made in terms of this warranty shall be made within 30 days of the consumer discovering any defect, damage or failure which gives rise to a claim.
- b. The consumer shall forthwith notify the company of the claim providing full details thereof, and shall set out the basis on which it believes that the company is liable in terms of the warranty. The company reserves the right to carry out inspections of the paint Maximo Ultra's application process, in which the Maximo Ultra 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. Prior to such inspection or testing,

- the consumer shall not be entitled to perform any repairs to or remove or tamper with any part of the Maximo Ultra
- c. The company shall use its best endeavors to ensure that the paint required for repairs is available as soon as possible at the place where the repairs are to be carried out, but does not assume liability for delay in this respect.
- d. The company at its sole discretion shall be entitled to:
  - Control/monitor re-painting which is to be carried out in accordance with all its specifications and instructions; and
  - ii. Appoint a contractor and/or approve the contractor appointed by the customer

#### **MISCELLANEOUS**

- a. This warranty disclaims any liabilities, contracts, tort or otherwise including negligence and strict liability and the company makes no warranty or merchantability or of fitness for any particular purpose whatsoever for Maximo Ultra System. There are no warranties expressed or implied under law, which extend beyond the warranty set out here in
- b. 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.
- c. In case of any disputes, the same is subject to exclusive jurisdiction of the courts of Delhi
- d. The facts and all matters concerning any dispute will be kept confidential by both the customer and the company at all times

### **HOW TO REGISTER YOUR WARRANTY**

- a. To register the warranty, please visit JKMaxx paints website, within 15 days from the date of purchase of Maximo Ultra
- Keep the following information ready. This will help the Company to log Customer Warranty electronically, so that the Company can issue Customer Warranty Identification Number:

- i. Customer name and contact details (contact number and e-mail id) for us to send the warranty certificate
- ii. Site Address
- iii. Volume of Maximo Ultra used
- iv. Invoice details, i.e Name of the retailer, Invoice Number, Date of Purchase, etc
- v. Name and contact number of the contractor who applied Maximo Ultra
- vi. Brand and volume of Primer used
- c. We will also push a link in SMS form at your contact number wherein you are required to put all the above details for warranty registration
- d. The warranty no. shall be shared if paintable surface is <25000sqft. In case the paintable surface is >25000sqft, a site inspection by JK technical representative will be mandatory for issuing warranty no.
- e. Warranty no. is for acknowledgment only. Settlement of warranty claim will be subject to technical visit and clearance post logging of claim.
- f. Warranty no. will be shared via e-mail
- g. Should you ever experience a problem or have any questions regarding the Warranty, call on 1800-203-4555 and keep this Warranty document with your unique Customer Warranty Number and invoice at hand



#### Marketed by **JK Maxx Paints Limited** Kamla Tower, Kanpur, UP - 208001

Consumer Care Cell For feedback/complaints, write to the above address

Toll-free Number : 1800 203 4555 Website : www.jkmaxxpaints.com E-mail Address : consumercare@jkmaxxpaints.com