



Colours of *joy*



**JK NINJA**

**ACTIVE**

**EXTERIOR EMULSION**

**WARRANTY BOOKLET**

## WARRANTY INFORMATION

### Customer Details

Name \_\_\_\_\_ Contact \_\_\_\_\_

Site Address \_\_\_\_\_

\_\_\_\_\_

### Warranty Identification No. (Win)

(To be issued the customer by helpline operator)

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 No. \_\_\_\_\_ Invoice Date \_\_\_\_\_

### Dealer's stamp

To be filled by the customer

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Tel.No. \_\_\_\_\_

# JK NINJA

## ACTIVE

### EXTERIOR EMULSION

## ABOUT THE PRODUCT

Ninja Active is water thinnable exterior wall coat specially formulated to protect the lightfastness of its colour under normal exposure conditions. It is an ideal substitute for ordinary paints.

## THE WARRANTY COVER

Ninja Active is a high-performance paint that offers a 2-years performance warranty. The warranty covers product performance against fading, flaking, and peeling. With this warranty, you can be assured that your home will look younger and brighter, year after year.

## 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 furnishes all the relevant details requested by the company. For this warranty to be valid, the registration needs to be done within fifteen (15) days of the completion of painting with Ninja Active.
- b. The Company at its own discretion may appoint a person to inspect and validate the application of the painting system as per the directions specified.

- c. The Warranty shall be for a period of two (2) years on Durability parameters (Film integrity and Colour Retention) from the Commencement Date as mentioned in the extent of warranty section.
- d. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

## **EXTENT OF WARRANTY**

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The warranty is applicable where:

- a. The total volume of paint purchased is at least 60 litres or more and the usage on a particular site equals or exceeds 60 litres.
- b. The Company will only provide the replacement cost for paint and labor for re-application of coating, 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.
- c. 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 caused by one coat of paint coming off from another or the paint film coming off the substrate
  - ii. Shade fading

PLEASE NOTE THAT THIS WARRANTY IS SUBJECT TO THE CONDITIONS MENTIONED HEREIN.

## **APPLICATION**

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The warranty will be applicable where:

- a. The painting system has been used for vertical exterior masonry wall surfaces only.

- b. For the warranty to be valid, you should have made a minimum purchase of 60 litres of Ninja Active Exterior Emulsion
- c. All elements of Surface Preparation prior to the Application and application work have been done in accordance with the instructions provided for Ninja Active with regard to surface preparation and application as in the Product Information Sheet
- d. The customer has used the entire paint system recommended by the company. It shall be mandatory to have applied an undercoat of JK MaxX Paints Primera Exterior Primer, subsequently followed by 2 topcoats of Ninja Active.

## LIABILITY

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

Period	Liability
Within first 12 months of the commencement date of warranty	100% of replacement cost
From month 13 to month 24 of the commencement date of warranty	70% of replacement cost
After month 24	0% of replacement cost

- b. The replacement cost shall be the cost of the paint and labor only required to set right the area of paint failure only, at the time of the lodgment of claim.
- c. The labor rate will be determined by the Company and it will reflect the current prevailing market labor rates and the same will not be disputed by the Customer, at any point of time. The labor 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

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- a. The Warranty will be void in the following events:
  - i. Intermittent dripping of water due to proximity of vegetation or air-conditioning units or any other sources of water leakage like plant pots amongst others.
  - 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
- b. The Warranty will cover only manufacturing defects of Ninja Active 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 Ninja Active
  - viii. Improper surface preparation
  - ix. Surface with contaminants and not dry
  - x. Normal wear and tear

- xi. Any act or omission on the part of the Contractor/Painter causing the application of Ninja Active to be defective by any means.
- c. While the most durable and fade resistant colour pigments are used in the manufacture of Ninja Active, experience has proven, particularly in coastal areas that fading and chalking do occur with all paint products. Within normal limits this is not considered as a failure of Ninja Active.

## **CLAIMS AND REPAIRS**

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- 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's application process, in which Ninja Active 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 paint.
- 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, in its sole discretion shall be entitled to
  - I. 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

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- 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 Ninja Active. There are no warranties expressed or implied under law, which extend beyond the warranty set out herein.
- 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 New 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

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- a. To register the warranty, please visit JKMaxx paints website, within 15 days from the date of purchase of Ninja Active.
- b. 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 Ninja Active 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 Ninja Active
  - vi. Brand and volume of Primer used

- c. 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.
- d. Warranty no. is for acknowledgment only. Settlement of warranty claim will be subject to technical visit and clearance post logging of claim.
- e. Warranty no. will be shared via e-mail
- f. 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](http://www.jkmaxxpaints.com)  
E-mail Address : [consumercare@jkmaxxpaints.com](mailto:consumercare@jkmaxxpaints.com)