

# JKPROFIX TRUSTED BY EXPERTS



## Maxx Protec

WATERPROOFING UNDERCOAT

WARRANTY BOOKLET



### **WARRANTY INFORMATION**

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



#### WATERPROOFING UNDERCOAT

#### **ABOUT THE PRODUCT**

JK Maxx Protec is a fiber reinforced liquid applied elastomeric waterproofing undercoat which is formulated with special polymers to provide waterproofing to walls and long-life to structure.

#### **DETAILS OF WARRANTY**

#### **Application on Exterior Vertical Walls**

JK Maxx Paints Ltd (referred to as "Company") offers up to 8+2\* Years Warranty\* from date of purchase, on the application system for its product JK Maxx Protec for application on exterior vertical walls. The JK Maxx Protec system consists of usage of JK Maxx Protec (henceforth referred to as JK Maxx Protec) and JK Maxx Topcoat (JK Maximo Ultra or JK Armour/Armour 5in1) on exterior vertical walls as per the system of application mentioned in the product information sheet.

#### **WARRANTY CRITERIA:**

- a. Minimum purchase of 40 Ltrs of JK Maxx Protec with min 60 Ltrs of JK Maxx Protec System.
- b. JK Maxx Protec needs to be applied as an undercoat; and must be top coated with JK Maxx exterior emulsion (JK Maximo Ultra or JK Armour/Armour 5in1) using the recommended application process.
- c. Protection of edges and joints on the terrace is important to get complete protection. Application of JK Maxx Protec needs to be done on edges and joints on the Horizontal surfaces.



- d. The entire vertical structure should be painted with JK Maxx Protec and Top Coated with JK Maxx exterior emulsion.
- e. Warranty needs to be registered within 45 days of Purchase of JK Maxx Protec.
- f. Please note, waterproofing warranty can't exceed top-coat warranty hence warranty years will change basis topcoat used (It will range from 6 Years to 10 Years)
- g. JK Maxx Protec system should not be applied on surfaces/substrates that are subjected to continuous seepage or dampness.
- h. \*Additional Warranty of 2 Years will only be applicable in case of application of an extra undiluted undercoat of JK Maxx Protec.

#### **EXTENT OF WARRANTY:**

- a. The Warranty shall apply where:
  - i. The total volume of the said system purchased exceeds 60 Ltr and the usage on a particular site exceeds 60 Ltr.
  - ii. For sites where the quantity of the said system usage exceeds 200 Ltr, The Warranty is applicable, subject to satisfactory pre-inspection of the exterior surface to be painted by the Company's representative.
  - iii. Under normal use and service, the roof or vertical walls of a building which is not coated by JK Maxx Protec System should be free of water leakage or seepage.
  - iv. The Company will only provide replacement paint 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.
  - v. Throughout this Warranty the words "Paint Failure" shall mean any of the following occurring, subject to the other conditions laid under this Warranty:
- Film integrity, flaking and peeling of the paint JK Maxx Protec caused by one coat of paint coming off from another or the paint film coming off the substrate.



- 2. The paint film shows blistering, splits, tears, or shows evidence of excessive weathering due to defective material.
- 3. Growth of fungus and algae on wall surfaces\* (at least spread over a minimum area of 1 sq. metre (10 Sq. feet)
- 4. External water ingress through surfaces (only vertical walls) where JK Maxx Protec system is applied (Water ingress through the roof or any other part of the structure will not be covered by this warranty.

#### **COMMENCEMENT AND DURATION:**

- a. This Warranty shall commence from the date ("the Commencement Date") of completion of the painting project on the said building or the structure and the consumer has lodged his warranty with the company by contacting 1800 203 4555 and sharing all the purchase and personal details requested by the company.
- 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 system as per the directions specified. JK Maxx Protec Application on Exterior Vertical Walls.
- d. The Warranty shall be for a period of up to 8+2 years on waterproofing when covered with JK Maxx topcoat from the Commencement Date.
- e. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

#### **APPLICATION:**

#### A. This Warranty shall only be applicable where:

- i. JK Maxx Protec system has been used for vertical exterior masonry wall surfaces only.
- ii. JK Maxx Protec System is applied at a coverage rate specified below:

For 8 Year Warranty - (One Self Priming Coat (40% Dilution) +1 Coat (Undiluted))



1. Fresh Painting: 22 sq. Ft/Ltr

2. Repainting: 22 sq. Ft/Ltr

For an additional 2 Year (Total: 8+2) Warrranty (One Self Priming Coat (40% Dilution) + 2 Coats (Undiluted))

1. Fresh Painting: 14 sq. Ft/Ltr

2. Repainting: 14 sq. Ft/Ltr

- JK Maxx Protec is top coated with JK Maxx Topcoat on Vertical walls wherein Topcoat is applied as per instructions on the TDS of the used Topcoat.
- iii. Topcoat is applied at a coverage specified in the Product Information Sheet i.e., 5.1 to 6 sq. meter/Ltr (55-65 Sq.ft./Ltr).
- iv. Cracks up to 3 mm on the surface are filled with JK Maxx Crack Repair, applied as per instructions in its TDS before application of JK Maxx Protec.

#### B. Special Precautions before product application:

- The surface to be painted (fresh plaster or repainting surface) should be in sound condition with no debonding, flaking or loose particles on the surface. Any areas where the surface is not in good condition needs to be repaired as per standard civil practices
- 2. Application of a coat of putty under the JK Maxx Protec system is not recommended, as it may reduce the overall bonding strength of the system to the surface.
- 3. In case of fresh plaster surfaces with high undulations, a thin coat of JK WallMaxX Putty may be applied to smoothen the surface. However, please ensure the putty coat is cured completely before application of the JK Maxx Protec system.
- 4. Do not apply during or when rain is expected in next 8 hours
- 5. Do not over-thin or over-extend the brush.
- 6. Protect freshly painted surface from rains till full dry.
- 7. Stir well and strain before use (for topcoat).
- 8. The product must have been stored as specified in their packaging



- instructions and have been used within their shelf life as mentioned in the product information sheets of JK Maxx Protec and JK Maxx Topcoat.
- 9. Ensure SSD condition for fresh surface, before application of JK Maxx Protec, which helps in smooth application achieving desired coverage.
- 10. Application should be done between  $5^{\circ}$ C to  $35^{\circ}$ C. Application done below  $5^{\circ}$ C, will cause cracking in applied coating
- 11. Application should not be carried out in high temperature or sunlight, especially afternoon time.
- 12. Application in sunlight causes eye irritation, so use sunglasses during application.

Please note that the warranty will cease to be valid in the absence of the conditions mentioned above not being fulfilled.

#### LIABILITY

- a. The Company's liability will reduce over the warranty period according to the following scale:
  - 1. Within the first 12 months after Commencement Date 100% of replacement cost
  - 2. From month 13 to month 24 after commencement date 87% of replacement cost
  - 3. From month 25 to month 36 after Commencement Date 75% of replacement cost
  - 4. From month 37 to month 48 after Commencement Date 62% of replacement cost
  - 5. From month 49 to month 60 after Commencement Date 50% of replacement cost
  - 6. From month 61 to month 72 after Commencement Date 37% of replacement cost
  - 7. From month 73 to month 84 after Commencement Date 25% of replacement cost



8. From month 85 to month 96 after Commencement Date - 12% of replacement cost

#### For Additional Warranty:

- 9. From month 97 to month 108 after Commencement Date 10% of replacement cost
- 10. From month 109 to month 120 after Commencement Date  $-\ 8\%$  of replacement cost

\*\*The above liability details are as per 8+2 years waterproofing warranty; it will change basis topcoat used. Please note, whatever topcoat is being used, there will be an 92% reduction between JKMPL liability in Year 1 and last year of warranty. In such cases, please contact JK Maxx Paints team for more details on liability structure before product application.

- b. It is clarified that the Company's liability will be limited to the cost of paint only.
- c. The replacement cost shall be the cost of the paint JK Maxx Protec only required to set right the area of paint failure only, at the time of the lodgment of claim. The Customer will be liable for the balance costs, which are not the company's obligations, as indicated above.
- d. 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 herein this clause

#### **EXCLUSIONS:**

The warranty shall be void in the following events:

- a. Intermittent dripping of water due to overhanging branches, terrace gardening plant pots or concealed plumbing lines
- b. Water ingress from bathroom, toilets, kitchen sinks or any area.
- c. Water penetration due to capillary rise from the ground level, including water leakage, seeping and continuous dampness of the surface.
- d. Inadequate housekeeping of terrace or roof resulting into water logging



- e. Defects in the design of the building or roofing system, including inadequate drainage system, settlement, movement or other structural defects.
- f. Warranty will be void in case of leakages through duct or other areas where JK Maxx Protec is not applied due to inaccessibility of that area
- g. Warranty will be not be applicable in case of leakages through water storage tanks on terraces (any leakages through storage tanks must be identified & rectified as per standard civil practices)
- h. Exposure of JK Maxx Protec to damaging substances such as chemicals, solvents or oils.
- i. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
- j. Puncturing of cured product film due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace
- k. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
- Leaks or damages resulting from Acts of God including but not limited to lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of stated or unstated objects.
- m. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already have pre-installed elements that are not consistent with the recommended application.
- a. The Warranty will cover only manufacturing defects of JK Maxx Protec and will not cover any defects arising out of factors out of control of the Company, including but not limited to:
  - xiv. Paint failures due to structural defects, moss and other vegetative growth, excessive bird droppings/spitting, water leakage and seepage within the building structure and continuous dampness of the surface, staining due to plant pots
  - xv. Natural calamities such as earthquakes, cyclones
  - xvi. Failure or defects in the structure or previous coating
  - xvii. Vandalism



- xviii. Acts of God
- xix. Abuse or negligence by the Customer
- xx. Causes other than defects in JK Maxx Protec
- xxi. Improper surface preparation
- xxii. Surface with contaminants and not dry
- xxiii. Normal wear and tear
- xxiv. Any act or omission on the part of the Contractor/Painter causing the JK Maxx Protec system to be defective by any means.
- xxv. Weak/debonded plaster surface, structural defects in the building
- xxvi. Broken water sprout, old water pipe lines etc.

#### **OWNER'S RESPONSIBILITIES**

a. The owner should exercise normal housekeeping and after care post application of JK Maxx Protec system.

#### **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.
- c. The Company reserves the right to carry out inspections of the paint application process, in which the JK Maxx Protec system 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 system.
- d. 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.

- e. 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 Appoint a contractor and / or approve the contractor appointed by the Customer.

#### **WARRANTY REGISTRATION**

- a. To register the warranty, please visit JKMaxx paints website, within 15 days from the date of purchase of JK Maxx PrimeBlock
- 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:
- c. Customer name and contact details (contact number and e-mail id) for us to send the warranty certificate
- d. Site Address
- e. Volume of JK Maxx PrimeBlock used
- f. Invoice details, i.e Name of the retailer, Invoice Number, Date of Purchase, etc.
- g. Name and contact number of the contractor who applied JK Maxx PrimeBlock
- h. 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
- I. Warranty no. is for acknowledgment only. Settlement of warranty claim will be subject to technical visit and clearance post logging of claim.
- j. Warranty no. will be shared via e-mail
- k. 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
- For sites where the consumption exceeds 100 litres, the Company's authorized representative will inspect the surface to be coated and only if



the inspection is satisfactory will hand over the JK Maxx PrimeBlock application check list. In case the pre-inspection is found to be unsatisfactory, corrective measures will be suggested and thereafter an inspection may be carried out by the Company's representative to validate.

- m. Customer must ensure that the contractor carries out application as per Product data sheet and application checklist.
- n. Post completion of the application of JK Maxx PrimeBlock, the customer has to submit the aforementioned information to the Company.
- o. For sites where the consumption of the product exceeds 100 litres, the warranty certificate will be issued only after satisfactory inspection and validation of the completed site by authorized representative of the Company. The customer understands and agrees that such inspection and validation does not imply approval by the Company of the method of application or compliance with the conditions of warranty but is merely a validation of proper purchase entitling the customer to the warranty in accordance with the terms and conditions of this warranty certificate.
- p. The customer shall attach stamped receipt of all purchases of the Product to the warranty certificate and retain the same during tenure of the warranty.

#### **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 JK Maxx Protec system. 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 Delhi.
- d. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the Company at all times.







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