



Colours of *joy*



**JK ProMaxx
NINJA**

JK NINJA
EXTERIOR EMULSION

JK NINJA
TRU-SHYN
EXTERIOR EMULSION

SYSTEM WARRANTY BOOKLET

APPLICABLE FOR

JK Maxx Paints Ltd (referred to as "Company") offers Warranty from date of completion on recommended application of JK ProMaxx Ninja/Ninja/Ninja Tru-Shyn emulsion along with recommended application of 1st coat of JK Putty(Wall Maxx/Shield Maxx/Wall Max Advanced/Level Maxx Plus) & 2nd coat as JK Maxx Prime Block/JK Primera as the undercoat (this combination referred to as "painting system" for the purpose of this warranty document). The warranty is valid only on the Customer's registration with us. To register, please visit the JK Maxx Paints website-

<https://jkmaxxpaints.com/warranty-card/>

The products, systems and areas covered under this warranty are identified in Appendix 1 which forms a part of this warrantee.

1 Coat Basecoat

2 Coats Topcoat
(shade no. – 000)

ABOUT THE PRODUCT

JK ProMaxx Ninja/Ninja/Ninja Tru-Shyn is a water thinnable exterior wall coat specially formulated to protect the lightfastness of its colour under normal exposure conditions. Formulated with anti-microbial properties, it protects the exterior surfaces from algae and fungus.

WARRANTY COVER

This system for exteriors is a high performing system that offers 4 yearlong durability (color retention and film integrity), on vertical surfaces and 1-year anti algal warranty on vertical surfaces. A first of its kind, the warranty covers product performance against fading, flaking & peeling. With 4-year durability and 1-year anti-algal warranty, you can be assured that your home will look younger and brighter, year after year, for years to come.

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.
- 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 system as per the directions specified.
- d. The Warranty shall be for a period of four (4) years on Durability

parameters (Film integrity and Colour Retention) and one (1) year on anti-algal 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 300 litres and the usage on a particular site exceeds 300 litres.
- b. The warranty is applicable, subject to satisfactory pre-inspection of the exterior surface:

For the purpose of monitoring the warranty, mandatory one or two trial walls [0.5% or 500 sqft (Whichever is higher) of Total paintable area)] shall be painted under JK Maxx paints direct supervision and as long as in such areas, the integrity of the paint film is not affected, the warranty cannot be invoked.

The reference areas have been painted in the presence of Contractor & JK Maxx Paints Technical team on the basis of which any claim will be measured.

Reference areas photos to be attached with photograph

Manager
(Quality Assurance)

Manager
(Sales)

(Customer)
(Mr. _____)

Date :

Place :

- c. Under normal use and service, the roof or vertical walls of building which is not coated by applicable painting system should be free of water leakage or seepage.
- d. 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.
- e. 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 JK Ninja caused by one coat of paint coming off from another or the paint film coming off the substrate
 - ii) Shade fading
 - iii) Growth of fungus and algae on wall surfaces* (at least spread over a minimum area of 1 sq.mtr (10 sq. feet)

*Please note: The warranty on anti-algal/anti-fungal performance is only for a period of one (1) year only from the date of purchase

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

APPLICATION

The warranty will be applicable where:

- a. The painting system has been used for vertical exterior masonry wall surfaces only.
- b. All elements of Surface Preparation prior to the Application and application work have been done in accordance with the instructions provided for JK ProMaxx Ninja/Ninja/Ninja Tru-Shyn with regard to surface preparation and application as in the Product Information Sheet.
- c. JK Pro Maxx Ninja/Ninja/Ninja Tru-Shyn is under coated with JK Maxx Prime block/JK Primera on Vertical walls wherein JK ProMaxx Ninja/Ninja/Ninja Tru-Shyn is applied as per instructions on the Product Information Sheet.

- d. Cracks up to 3mm on the surface are filled with JK Level Maxx/JK Level Maxx Plus/JK Maxx Crack Repair applied as per instructions in its TDS before application of painting system.
- e. Loose plaster, structural cracks are repaired as per standard construction practices

LIABILITY

Warranty period - Durability (Colour retention & Film durability)

- First 12 months: 100% replacement cost
- From month 13 to month 24 after commencement date: 80% replacement cost
- From month 25 to month 36 after commencement date: 60% replacement cost
- From month 37 to month 48 after commencement date: 35% replacement cost

Warranty period - External Water Ingress

- First 12 months: 100% replacement cost
- From month 13 to month 24 after commencement date: 10% replacement cost

The waterproofing and anti-algal warranty of Ninja/Ninja Tru-Shyn/ ProMaxx Ninja Advanced System varies as per the undercoat used.

The detailed matrix of the same is as follows

Exterior System	Warranty offered (in years)			
Topcoat	Undercoat	Performance (color retention & film integrity)	Waterproofing	Anti-algal
Ninja/NinjaTru-Shyn/ Pro Maxx Ninja	JK Prime Block	4	4	1
Ninja/NinjaTru-Shyn/ Pro Maxx Ninja	JK Primera	4	0	1

- a. The replacement cost shall be the cost of the paint and labour only required to set right the area of paint failure only, at the time of the lodgement of claim.
- b. The labour rate will be determined by the Company, and it will be a 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.
- c. 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
 - i. Intermittent dripping of water due to proximity of vegetation or air-i. Intermittent dripping of water due to proximity of vegetation or air-conditioning 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, movement or other structural defects.
 - vi. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - vii. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.

- viii. Any extension of building/civil or structural modification post painting will make the warranty void.
- ix. 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.
- b. The Warranty will cover only manufacturing defects of the painting system 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 & 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 painting system.
 - 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 painting system or the application of painting system to be defective by any means.
- c. While the most durable and fade resistant colour pigments are used in the manufacture of JK ProMaxx Ninja/Ninja/Ninja Tru-Shyn 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 an JK ProMaxx Ninja/Ninja/Ninja Tru-Shyn's failure.

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 JK ProMaxx Ninja/Ninja/Ninja Tru-Shyn and JK Maxx Prime block/JK Primera/JK Putty application process, in which the painting 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 painting system.
- c. The company shall use its best endeavours 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 any 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

- 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/Ninja Tru Shyn. 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.

All Appendices form part of this Warrantee.

Signed for the Warrantor:

Signature : _____
Name (typed) : KAM HEAD – JK Maxx Paints Ltd.
Date :

Signed for the Owner :

Signature : _____
Name (typed) : Project In-charge
Date : _____

Signed for the Contractor :

Signature : _____
Name (typed) : Contractor
Date : _____

*Note: This Warranty letter needs to be supported by Pre-Inspection and
*Post Inspection done at every 15 days – (Few exceptions basis every
15 days inspection clause will be discussed case to case basis)

Signed & stamped by
BD Head (JK Maxx Paints Ltd.)
KAM Head (JK Maxx Paints Ltd.)



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