

Kansai Plascon 5 Year Guarantee: Terms & Conditions

Kansai Plascon (Pty) Ltd ("Plascon") provides this guarantee to the consumer, subject to the following terms and conditions:

1. EXTENT OF GUARANTEE NOT EXCEEDING R20 000.00 PRODUCT VALUE

- 1.1 This guarantee is limited to cover only the following Kansai Plascon paint products ("the Product/s"):
 - 1.1.1 Plascon True Colour Brilliant Sheen
 - 1.1.2 Plascon True Colour Thick & Strong
 - 1.1.3 Plascon True Colour Bright Gloss
- 1.2 The guarantee shall apply only where:
 - 1.2.1 the total value of the invoice relating to the purchase of the Product/s does not exceed R20 000 (twenty thousand Rand) inclusive of VAT.
 - 1.2.2 The consumer has telephonically lodged his/her guarantee with Plascon by phoning 0860 77 00 77 and furnishing all the purchase and personal details requested. In order for this guarantee to be valid, this must be done within 30 (thirty) days of the purchase date of the Product/s.
- 1.3 The guarantee shall commence on the date that the consumer telephonically lodges his/her guarantee ("the Commencement date") and endure for a period of 5 (Five) years calculated from the Commencement Date.
- 1.4 Where any claim arises during the guarantee period, the period will not start afresh after settlement of the claim, unless a total repaint is required, as determined at the sole discretion of Plascon.
- 1.5 This guarantee shall apply only to Products purchased and applied within the Republic of South Africa, Zambia, Botswana, Namibia, Malawi, Zimbabwe and Swaziland.

2. GUARANTEE TERMS

- 2.1 This guarantee shall only be applicable where:
 - 2.1.1 application work has been done in accordance with the instructions provided for the Product concerned with regard to preparation and application;
 - 2.1.2 the consumer has followed the recommended surface preparation and used the recommended products for the surface preparation prior to the painting of the surface;
 - 2.1.3 The Product is used strictly for the following applications:
 - 2.1.3.1 Plascon True Colour Thick & Strong – Interior and exterior applications on walls and ceilings only.
 - 2.1.3.2 Plascon True Colour Bright Gloss - interior application only.
 - 2.1.3.3 Plascon True Colour Brilliant Sheen - interior and exterior application on walls and ceilings only.

3. THE PLASCON GUARANTEE

This guarantee covers, and is limited to, the following:

- 3.1 No Cracking of the paint film should occur as per ISO 4628-4:2003
- 3.2 No blistering of the paint film should be visible as per ISO 4628-2:2003
- 3.3 Adhesion failure or inter-coat adhesion failure where Plascon product has been used in its entirety from primer direct to substrates as well as top coats.

4. EXCLUSIONS

- 4.1 Kansai Plascon shall not be liable for:
 - 4.1.1 Previously coated substrates where the existing paint (old paint) has adhesion or inter-coated adhesion failure.

- 4.1.2 Damage to the coating arising from external causes outside Kansai Plascon's control such as, but not limited to, welding or other heating, pollution, mechanical damage, hydrostatic pressure, electrical or electrolyte damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, acts of God, vandalism or other malicious damage, damage caused due to industrial action, and the like;
- 4.1.3 The failure of any coating on any areas which because of their shape, characteristics or configuration, present special difficulties in either preparation or coating e.g. roof screws, ladders and ladder platforms, handrails, rivets, crevices and contact surfaces of any kind;
- 4.1.4 The deterioration of any metal as a result of any form of electrochemical action;
- 4.1.5 Any indirect or consequential damages, losses and expenses such as but not limited to demurrage associated with coating repair work, loss of time, expenses due to the consumer's employees, agents, operators or sub-contractors, loss of profits and all claims by third parties against the consumer; and/or
- 4.1.6 Damage to the coating arising from deterioration or movement of substrate caused by any other substance or condition.

5. LIABILITY

- 5.1 In the event of a proven product failure Kansai Plascon undertakes to supply free of charge such materials and labour that may reasonably be required to rectify the problem. The guarantee will be subject to a pro-rata reduction of total cost of rectification.
- 5.2 Pro-rata reduction is understood as follows:
 - 5.2.1 In the first 12 months (Year 1) after Commencement Date.....Full replacement cost;
From month 13 to month 24 (Year 2) after Commencement Date.....80% of replacement cost;
From month 25 to month 36 (Year 3) after Commencement Date.....60% of replacement cost;
From month 37 to month 48 (Year 4) after Commencement Date.....40% of replacement cost;
From month 49 to month 60 (Year 5) after Commencement Date.....20% of replacement cost.
 - 5.2.2 The replacement cost shall be the cost of the paint and labour taking the pro-rata reduction into account at the time of the claim. The consumer shall be liable for the balance of the rectification costs, which are not covered by Plascon in view of the pro rata reduction as set out above.

6. GUARANTEE TRANSFERABLE

- 6.1 Only the owner of the premises where the Products are applied can claim under this guarantee. However, the guarantee is transferable subject to:
 - 6.1.2 the new owner accepting the terms and conditions of this guarantee;
 - 6.1.3 telephonic notice being given to Kansai Plascon by phone 0860 77 00 77 and furnishing the details regarding the change of ownership; and
 - 6.1.4 the period of the guarantee not starting afresh upon such transfer, but continuing for the balance of the period.

7. CLAIMS AND REPAIRS

- 7.1 In order to be valid, any claim made in terms of this guarantee must be made within 30 (thirty) days of the consumer discovering any defect, damage or failure which gives rise to a claim.
- 7.2 The consumer shall forthwith notify Kansai Plascon of the claim providing full details of thereof, and shall set out the basis on which it believes that Plascon is liable in terms of the guarantee. Plascon shall be entitled to inspect the alleged Paint Failure, in which the coating 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 coating.

- 7.3 The consumer shall provide such further information as Kansai Plascon may require, including details of environmental factors and inspection and repair records.
- 7.4 Kansai Plascon shall endeavour to ensure that coatings required for repairs are available as soon as practical at the place where the repairs are to be carried out, but does not assume liability for delay in this respect.
- 7.5 Kansai Plascon, in its sole discretion shall be entitled to:
- 7.5.1 control repair work which is to be carried out in accordance with all its specifications and instructions; and
 - 7.5.2 appoint a contractor and / or approve the contractor appointed by the consumer.
- 7.6 Kansai Plascon will provide replacement paint and labour for the re-application of the coating, as may be necessary to repair the Paint Failure in accordance with clause 5.
- 7.7 Throughout this guarantee the words "Paint Failure" shall mean any of the following occurring:-
- 7.7.1 cracking of the paint film, or
 - 7.7.2 blistering of the paint film; or
 - 7.7.3 adhesion failure or inter-coat adhesion failure where Plascon product has been used in its entirety, but be limited to the scope set out in clause 3 above.
- 7.8 This guarantee does not cover any indirect or consequential damages.

8. APPLICATION OF LAWS

Nothing in this guarantee is intended to limit the liability of Plascon or the remedies of the customer in any way which would contravene the provisions of any applicable law in South Africa, including the Consumer Protection Act, 2008 ("CPA"). Despite the other provisions of this guarantee, if and to the extent that the CPA applies, the customer will have such rights and remedies as set out in the CPA, but only in accordance with the provisions of and time periods set out in the CPA.