

Kansai Plascon 12 Year Guarantee: Terms & Conditions

Kansai Plascon (Pty) Ltd ("Plascon") guarantees to the consumer subject to these terms and conditions that:

1. EXTENT OF GUARANTEE NOT EXCEEDING R150 000.00 PRODUCT VALUE

1.1 This guarantee is limited to cover the following Plascon paint products ("the product/s"):

1.1.1 Plascon Nuroof Cool.

1.1.2 Plascon Wall & All.

1.1.3 Plascon Micatex.

1.1.4 Plascon Velvaglo Non-Drip Water- Based Enamel.

1.1.5 Plascon Velvaglo Non- Drip Solvent-Based Enamel.

1.2 The guarantee shall apply where:

1.2.1 The total purchase price of the product/s does not exceed R150 000 (one hundred and fifty thousand rand) inclusive of VAT.

1.2.2 The consumer has lodged his/her guarantee with Plascon by phoning 0860 77 00 77 or registering via the website: www.plascon.co.za 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 will be for a period of 12 (twelve) 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 only apply 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 regards 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 Nuroof Cool - exterior roofs only, galvanised- fibre cement and cement tiles

2.1.3.2 Plascon Wall & All Acrylic Paint - exterior application only

2.1.3.3 Plascon Micatex Acrylic Paint - exterior application only

2.1.3.4 Plascon Velvaglo Non-Drip Water-based Enamel - interior and exterior application

2.1.3.5 Plascon Velvaglo Non-Drip Solvent-based Enamel - interior application only

3. THE PLASCON GUARANTEE

Plascon guarantees that the product will maintain the expected appearance and performance for the stipulated guarantee period. The guarantee also covers adhesion and inter-coat adhesion in the event where Plascon products have been used for the entire application from primer direct to substrate as well as top coats. The guarantee allows for a colour change over time in accordance with the Grey Scale Standard ISO 105-A02:1993. Blistering and chalking of the product will not exceed the expected performance as per ISO 4628-2:2003 and ISO 4628-6:2007 respectively.

This guarantee does not cover any indirect or consequential damages.

Throughout this guarantee "paint failure" shall mean any of the following occurring: -

Cracking of the paint film in line with ISO 4628-4:2003.

Blistering of the paint film not in line with ISO 4628-2:2003.

Adhesion failure or inter-coat adhesion failure where Plascon product has been used in its entirety in accordance with ISO 4624:2008 and ISO 2409:2008.

Chalking of the paint film not in accordance with ISO 4628-6:2007.

Colour change of the paint film not in accordance with the performance stated in ISO 105-A02:1993(E).

4. EXCLUSIONS

4.1 Plascon shall not be liable for:

4.1.1 Previously coated substrates where the existing paint (old paint) has adhesion or inter-coat adhesion failure.

4.1.2 Damage to the coating arising from external causes outside 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 or chemical 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;

4.1.6 Damage to the coating arising from deterioration or movement of substrate caused by any other substance or condition.

4.1.7 The failure of any coating as a result of moisture in the substrate. Where moisture levels exceeded 5% on concrete using B4 Scale and 8% on cement plaster using B2 Scale, measured on a Doser Hygrometer.

5. LIABILITY

5.1 In the event of a proven product failure Plascon undertakes to supply free of charge such materials that may be required to rectify the problem. Terms of the guarantee will be for the stated life expectancy commencing on the date of completion of the work and subject to a pro-rata deduction of total cost of rectification based on the original contract price.

5.2 Pro-rata deduction is understood as follows:

5.2.1 The 1st year is guaranteed 100% of the original contract value. The remaining 11 (eleven) years will be pro-rata deducted by 9.09% per annum on a reducing contract value to zero at the end of the 12th year period.

5.2.2 The replacement cost shall be the cost of the paint taking the pro-rata deduction into account at the time of the claim based on the original contract value. The consumer shall be liable for the balance of the replacement costs, which are not covered by Plascon, as indicated in clause 4 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 Plascon 0860 77 00 77 and furnishing the details regarding the change of ownership.
- 6.1.4 The period of the guarantee not starting afresh upon such transfer but continuing for the balance of the period.
- 6.2 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.
- 6.3 This guarantee shall only apply to products purchased and applied within the Republic of South Africa, Zambia, Botswana, Namibia, Malawi, Zimbabwe and Swaziland.

7. CLAIMS AND REPAIRS

- 7.1 Any claim made in terms of this guarantee shall 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 Plascon of the claim providing full details 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, 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 any further information as Plascon may require, including details of environmental factors, inspection and repair records.
- 7.4 Plascon shall use its best endeavours to ensure that products 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 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;
- 7.5.2 Appoint a contractor and / or approve the contractor appointed by the consumer.
- 7.6 Plascon will provide replacement product, as may be necessary to repair the paint failure in accordance with clause 5.

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.