



DULUX ASSURANCE WARRANTY PROGRAM



Terms & Conditions



1. INTRODUCTION:

Dulux Assurance Warranty Program (the "Warranty") is designed to provide customers with assurance regarding the quality and performance of Dulux products, allowing them to claim a product replacement, in accordance with the terms and conditions outlined herein. Dulux Assurance Warranty program offers warranty on the following products:

- Dulux Ambiance VT Jewel Glo
- Dulux Ambiance VT Pearl Glo
- Dulux Ambiance VT Rich Matt
- Dulux EasyCare
- Dulux Pentalite Classic
- Dulux Pentalite
- Dulux Weathershield Powerflexx
- Dulux Weathershield Max
- Dulux Weathershield
- Dulux Promise Interior
- Dulux Promise Exterior
- Dulux Gloss Enamel
- Dulux Matt Enamel
- Dulux Promise Gloss Enamel
- Dulux Promise Matt Enamel
- Dulux Aquashield Waterproof Roofcoat

For product specific warranty terms & conditions, refer to the warranty documents for the respective products available on the website.

2. REGISTRATION PROCESS

To claim for a product replacement, registration for the warranty must be completed within 60 days of purchasing Dulux products (the "Registration"). To register:

- i. Contact AkzoNobel via one of the following:
 - WhatsApp: 0300-01DULUX (38589)
 - Call Center: 0800-DULUX (38589) (support only)
- ii. Complete the Warranty Registration Form (the "Warranty Registration Form") with the following mandatory documents and information:
 - a. Personal details: Name, contact number, email, site address.
 - b. Product details: Products purchased, quantity.
 - c. Dealer details: Date of purchase, dealer name, dealer address.
 - d. Retailer invoice: A clear copy showing details of all purchased products.
- iii. Once submitted, the documents will be verified, and if complete, a Digital Warranty Card will be issued to the customer (the "Digital Warranty Card"). The customer must keep the Digital Warranty card with them as it is mandatory to have it in case Warranty must be availed.
- iv. Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed. In such cases AkzoNobel will be constrained to close the customer request/claim if incomplete, ineligible, or inaccurate.

3. ELEGIBILITY OF THE WARRANTY:

- i. The Warranty is applicable on products purchased and invoiced on or after January 1, 2025, used at sites within Pakistan only.
- ii. The Warranty is only available to customers who are residents of Pakistan. The warranty is not available to employees of the AkzoNobel, its agents, distributors, wholesalers, resellers, or retailers. Resellers, retailers, and contractors/painters may not submit claims on behalf of their customers request/claim if incomplete, ineligible, or inaccurate.

4. WARRANTY COVERED UNDER SPECIFIC CONDITIONS

To avail the Warranty, the product must be applied on a properly prepared surface according to the manufacturer's instructions and in accordance with point 8 (Painting System and Surface Preparation). A maximum of 32 litres of the product may be redeemed per site under this Warranty.

The Warranty allows customers to claim a product replacement only under specific conditions outlined below:

- i. Colour Fading/Discoloration: Excessive uniform fading or discoloration of the paint film, exceeding DE 13 CIE lab units.
- ii. Film Integrity:
 - a. Peeling: Paint film peels or detaches from the surface.
 - b. Cracking: Visible cracking on the paint film, excluding cracks caused by plaster or structural issues.
- iii. Fungus/Algae Growth: Microorganisms grow on the paint film, causing discoloration over an area of at least 1 square meter (10 square feet).
- iv. Waterproofing: Water ingress due to waterproof coating failure (vertical walls only) where Dulux Aquashield Exterior Waterproof Basecoat is applied

Note: Water ingress through the roof/interior walls or unprotected parts of the structure is not covered.
- v. Flawed Colour: The colour appears different on the wall compared to the latest shade cards or fan decks issued from 2020 onward by AkzoNobel Pakistan.

Note: Minor variations due to surface preparation issues are not covered.
- vi. Coverage Variance: The paint does not adequately cover the surface beneath, failing to hide 95% of it when applied at the recommended spreading rate and number of coats.
- vii. Non-Uniform Finish: The dried paint has inconsistent sheen and appears patchy.

5. WARRANTY DURATION:

The Warranty starts on the date of the Registration (the "Commencement Date") and is valid as per specified in the warranty documents for each product. To be valid, you must possess the Digital Warranty Card and follow the recommended painting application method in accordance with point 8 of these terms and conditions.

6. COVERAGE PERIOD

The Dulux Assurance Warranty Program offers warranty for specific conditions as mentioned in point 4 as per the durations specified in the warranty documents for each product:

7. WARRANTY COVERAGE LIMITATIONS:

The Warranty covers replacing the affected product based on the material consumption for the affected area (calculated according to the product coverage norms on the Product Data Sheet on our Website). This compensation does not include labor or other costs for the original or replacement product. For additional product quality issues, you can follow the normal complaints procedure.

The replacement/claim liability will diminish with every passing year as per the number of years mentioned in the warranty documents for each product.

8. PAINTING SYSTEM & SURFACE APPLICATION

Warranty is applicable only when the paint application is according to the painting system mentioned in the warranty document for each product.

9. CLAIM PROCESS

- I. Once you have received Digital Warranty Card as per point 2, to claim product replacement, you may initiate a claim process (the "Claim") through either of the following:
 - a. WhatsApp 0300-01DULUX (38589)
 - b. Contact Call Center 0800-DULUX (38589) (for support only)
- ii. Claim form must be filled with the following mandatory information for a valid claim:
 - a. Warranty Registration Number
 - b. Issue with the paint:
 - ◆ Peeling/Flaking
 - ◆ Fungus/Algae Growth
 - ◆ Color Fading
 - ◆ Water Ingress Through Surface
 - ◆ Non-Uniform Finish
 - ◆ Coverage Variance
 - ◆ Flawed Color
- c. At least 3 pictures in the following prescribed format clearly depicting the issue:
 - ◆ One Long shot (10 ft distance or more)
 - ◆ One close shot (3-5 ft distance)
 - ◆ One at any other angle that helps in showing the issue in a clear way
- iii. Once the Claim is registered, it would take up to 14 working days to resolve a valid claim by our representative. During this time, a representative may be sent to assess the painted area in question to verify that the claim is based on a bona fide purchase of a product(s) and to ensure that the product(s) and its application meets the conditions required for the Warranty to apply. In the event of incomplete details provided, company shall not resolve the claim.
- iv. Where any claim arises during the warranty period, the period will not start afresh after settlement of the claim.

10. LIMITATION & EXCLUSIONS

- I. Notwithstanding anything above, we accept no responsibility for claims that are incomplete, invalid, illegible, or delayed. In such cases AkzoNobel will be constrained to close the customer request/claim if incomplete, ineligible, or inaccurate.
- ii. Upon establishing the defect and validation of the claim by AkzoNobel, compensation will be made from the same dealer/store where it was originally bought within seven (7)

working days from the date of confirmation. It will be the responsibility of the customer to arrange for logistics, at its cost, for the replaced product from the dealer/store to the relevant site.

- iii. We reserve the right to reject a claim if we have reason to believe that there is misrepresentation, or the claim is fraudulent, or is in violation of any of these Terms and Conditions ("T&Cs").
- iv. No third party or joint submissions shall be accepted.
- v. The Warranty does not cover problems that were caused due to reasons outside of our control (for example, an issue with the substrate) or where the product was applied on surfaces which were not properly prepared, or usage of the entire paint system was not as per the standard application guidelines as recommended by AkzoNobel in Product Data Sheet and/or on the product.
- vi. The Warranty shall be limited only to the extent of providing the Product(s) to the extent of defect can be established. AkzoNobel shall not be responsible for any other material, product, or expenses of any nature.
- vii. Claims not made in accordance with these T&Cs will be deemed invalid. If a claim is refused because the terms of the Warranty have not been met, AkzoNobel's decision shall be final and binding.
- viii. If any provision in these Terms and Conditions ("T&Cs") is found to be invalid, unlawful, or unenforceable in any court or competent authority, the provision shall be deemed not to be part of the T&Cs and it shall not affect the enforceability of the rest of the provisions of the T&Cs.
- ix. We reserve the right to withdraw, amend or terminate the Warranty without notice. All claims made in accordance with these T&Cs and made prior to the Warranty being withdrawn, amended, or terminated will still be honored.
- x. No cash or alternative to compensation shall be provided.
- xi. In any case, AkzoNobel shall not be liable for:
 - a. Any conditions, warranties or other terms which are not included in these T&Cs.
 - b. Any indirect or consequential loss, damage or costs incurred by any customer in connection with the Product or this Warranty, or the cost of any labour for the application of the Product.
 - c. Any claim arising out of improper surface preparation, and/or improper application including but not limited to:
 - ◆ Not enough paint is applied, or the paint is applied unevenly, causing inconsistency in the film build and appearance.
 - ◆ Higher dilution of the paint.
 - ◆ Painting over a highly alkaline surface.
 - ◆ Undulations in the surface.
 - ◆ Curing time of minimum 28 days is not given to the surface before product application
 - d. Any Claim where the surface has been contaminated such as by excessive accumulation of atmospheric chemical particles or atmospheric dirt, not properly prepared, or not properly dried before application of the Product(s).
 - e. Any Claim, if the application of the Product fails due to structural defects, high alkalinity, water leakage and seepage within the building structure, continuous dampness of the surface, issues arising due after penetration due to capillary rise from the ground level, moss, and other vegetable growth, dripping water due to proximity to air-conditioning units/any other sources of water or staining due to plant pots.
 - f. Painting on highly damp substrate i.e. moisture content >15% on moisture meter brings to the discoloration due to alkaline attack or efflorescence arising.
 - g. Growth of algae or fungus on surfaces other than the masonry walls.
 - h. Building or structural expansion or additions or reductions, shifting, distortion, failure or cracking of building components.
 - i. Puncturing of cured membrane due to sharp objects, movements of heavy articles, fixing of antenna or other structures on the terrace.
 - j. Removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the product.
 - k. Leaks or damages resulting from any additional installations on the surface coated with the system or usage on surfaces that already has pre-installed elements that is not consistent with the recommended application.
 - l. Any extension of building/civil or structural modification post painting will make the warranty void.
 - m. 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.
- n. De-bonding of the base (material used for levelling in ceiling) from the surface & cracks formation on the same. Failure of underlying plaster which in turn causes a failure of paint film.
 - o. Any Claim where the application of the Product(s) is affected by an Act of God, such as, natural calamities, earthquakes, cyclones, floods etc.
 - p. Any Claim where the application of the Product(s) fails due to defects in the structure or previous coating applied before the application of the Product(s) or failure of base coat surface.
 - q. Any act of vandalism, abuse, or negligence by the customer or third parties shall invalidate the Claim.
 - r. Any Claim, if the Product(s) is affected by use of incorrect bases, improper recipe, tinting formula, or colours, during tinting not conducted by retailer.
 - s. Any act of omission or commission or negligence, bad or poor workmanship on the part of the contractor, or painter or their sub-contractors, servants, representative or agents, that causes the Product(s) to be defective by any means.
 - t. Any Claims where under normal conditions in coastal areas fading and chalking occurs with paint products, even though durable & resistant colour pigments are used in manufacturing of the product. Within normal limits this will not be considered a valid Claim.

11. MISCELLANEOUS

- i. The Warranty is governed by the laws of Pakistan and is subject to the exclusive jurisdiction of the Courts of Pakistan.
- ii. The reference to "We" or "AkzoNobel" under these T&Cs shall mean AkzoNobel Pakistan Limited.
- iii. AkzoNobel, or AkzoNobel logos such as that of Dulux, ICI Roundel, Flourish, Let's Colour, distinctive colour names and liveries are trademarks of the AkzoNobel group ©AkzoNobel 2018.
- iv. This warranty is non assignable and non-transferable
- v. 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.
- vi. In case of any disputes, the same is subject to exclusive jurisdiction of the courts of Pakistan.
- vii. The facts and matters concerning any dispute must be kept confidential by all parties at all times.

Contact us

 0800-DULUX (38589)

 www.dulux.com.pk

 www.facebook.com/duluxpakistan

 0300-01DULUX (38589)

AkzoNobel