

KANSAI PLASCON 15 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 R40 000.00 PRODUCT VALUE

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

1.1.1 Plascon Double Velvet.

1.1.2 Plascon Cashmere.

1.1.3 Plascon Kitchens and Bathrooms.

1.2 The guarantee shall apply where:

1.2.1 The total purchase price of the product/s does not exceed R40 000 (forty 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") be for a period of 15 (fifteen) years calculated from the commencement date.

1.4 The guarantee is transferable subject to:

1.4.1 The new owner accepting the terms and conditions of this guarantee.

1.4.2 Telephonic notice being given to Plascon by phoning 0860 77 00 77 and furnishing the details regarding the change of ownership.

1.4.3 The period of the guarantee not starting afresh upon transfer, but continuing for the balance of the period.

1.5 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.

1.6 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 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 Double Velvet - interior application only.

2.1.3.2 Plascon Cashmere - interior application only.

2.1.3.3 Plascon Kitchens and Bathrooms - interior application only.

3. THE PLASCON GUARANTEE

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 as per ISO 4624:2008 and ISO 2409:2008.

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 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 results 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 and labour that may reasonable 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 14 (fourteen) years will be pro-rata deducted by 7.14% per annum on a reducing contract value to zero at the end of the 15 year period.

5.2.2 The replacement cost shall be the cost of the paint and labour 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 Kansai 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 by phone 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 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 Plascon may require, including details of environmental factors and inspection and repair records.

7.4 Plascon shall use its best endeavours 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 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 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.

7.7.2 Blistering of the paint film.

7.7.3 Adhesion failure or inter-coat adhesion failure where Plascon product has been used in its entirety.

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.